General Terms for the Supply of Machines and other Goods

Applicable in business transactions with entrepreneurs, legal entities under public law and special funds under public law.

1. General Information

1.1. Only the following General Terms for the Supply of Machinery (hereinafter referred to as "Terms") shall apply to the deliveries and services with regard to the supply of machinery provided by Robert Bosch Manufacturing Solutions GmbH, Wernerstr. 51,70469 Stuttgart (hereinafter referred to as "Bosch" or "we") to the customer (hereinafter referred to as "Customer"), unless we explicitly refer to more specific general terms, as the case may be. The Customer and Bosch shall hereinafter also be referred to individually as "Party" and jointly as "Parties".

1.2. These Terms also apply to the delivery of goods, which means format parts, conversion parts, spare parts, wear parts, other components, tools and other goods, which Bosch sells to the Customer or which Bosch provides to the Customer with a Final Acceptance under a works contract (*Werklieferungsvertrag*) (hereinafter referred to as “Goods”).

1.3. Conflicting or deviating terms and conditions of the Customer or third parties do not apply, even if we do not separately or specifically object to the application of such terms and conditions in an individual case. These Terms also apply, if we carry out the delivery to the Customer without reservation and even if we know that the Customer's terms and conditions conflict with or deviate from our Terms. Deviating general terms and conditions of the Customer will also not become part of the contract even if Bosch accepts the Customer’s order with an order acceptance.

1.4. In the absence of a special agreement, a contract only comes into effect with our written order confirmation. A conclusion of a contract as well as our contractual performance is subject to the proviso that we are not confronted with any impediments or disproportionate risks or expenses due to national, multinational or international foreign trade law regulations (e.g. export control laws), in particular prohibitions or approval requirements.

1.5. Oral agreements made before or at the time of conclusion of the contract must be confirmed in writing by both Parties to be effective. Collateral agreements and amendments to the concluded contract or its appendices as well as legally relevant declarations and notifications to be made by the Customer to Bosch after conclusion of the contract (e.g. setting of deadlines, notification of defects, and declaration of withdrawal or reduction) must also be in writing to be effective. This also applies to any change to the written form requirement itself.

1.6. If no period of time is stated in the quotation, the quotation is valid for three months from its receipt. If the Customer does not accept our quotation within the period of time stated in the quotation, which is to run from receipt, a contract will only become effective, if and as far as Bosch will send a corresponding written order confirmation to the Customer after having received the Customer’s acceptance document.

1.7. The Customer is not authorized to return any goods to us unless we have expressly agreed to the return in writing. The above provision in section 1.5 sentence 1 shall not apply if the Customer is authorized to withdraw from the contract (section 323 BGB – *Bürgerliches Gesetzbuch*, German Civil Code) or to request for subsequent performance (section 437 No. 1 BGB).

1.8. We reserve all intellectual property rights and copyrights and ownership to all information and documents (physical and non-physical, including electronic form) related to the sale of machines, including samples, cost estimates, drawings, etc. For Confidential Information and confidential documents, the confidentiality regulations according to section 16 apply.

1.9. These Terms shall also apply to all future deliveries and services with regard to the supply of machinery to the Customer until any new General Terms for the Supply of Machinery come into force.

2. Prices

2.1. Unless otherwise agreed, prices are based on the Inco-

term FCA shipping point supplying plant according to Incoterms® 2020 or the relevant Incoterms applicable at the time of conclusion of the contract, but excluding packaging and unloading. Value added tax at the respective statutory rate shall be added to the prices. Only in those cases in which the conditions for tax exemption of export deliveries are fulfilled value added tax shall not be charged.

2.2. For deliveries, works and services, the Customer owes EURO at the officially fixed exchange rate, even if foreign currency amounts are stated in the invoices in addition to the EURO amount. Incoming foreign currency amounts shall be credited with the EURO proceeds at the officially fixed exchange rate which we obtain from the foreign currency amount.

2.3. We reserve the right to change our prices appropriately if, after conclusion of the contract, cost reductions or cost increases occur, in particular changes in the price of materials. We will provide evidence of these changes to the Customer on request.

2.4. Spare parts deliveries and the return of repaired goods shall be made against the charging of an appropriate flat rate shipping and packaging fee in addition to the remuneration for the service provided by us, unless the defective parts had to be repaired or replaced due to a material defect under warranty.

3. Terms of Payment

3.1. Unless otherwise agreed in writing, payment must be made within 30 days of the invoice date without any deductions. However, we may also make delivery dependent on payment being made before delivery takes place (Zug-um-Zug) (e.g. by cash on delivery or bank direct debiting) or on advance payment.

3.2. If the Customer is in default of payment, we are authorized to demand immediate cash payment of all due and unobjected outstanding receivables arising from the business relationship. If the payment deadline is exceeded, we are also authorized to charge default interest at the applicable statutory rate. The assertion of further damages is not excluded.

3.3. The Customer shall only have the right to withhold payments or to offset payments against counterclaims to the extent that his counterclaims are undisputed, have been finally determined by a court of law or ready for a decision after lis pendens.

3.4. We are entitled to offset payments against the oldest due claim.

3.5. Partial invoices are permissible in the case of partial deliveries.

4. Delivery, Delivery Time, Delay in Delivery

4.1. Unless expressly agreed otherwise in writing, Bosch's deliveries are performed "FCA shipping point of our supplying plant/warehouse" (Incoterms® 2020), which is also the place of performance for Bosch's deliveries and any subsequent performance (*Gewährleistung*).

4.2. The Customer shall provide us with all relevant information on the location and the environment as well as the applicable law of the country in which the subject matter of the contract is to be set up and operated no later than two weeks after conclusion of the contract.

4.3. The Customer must ensure that at the site, where the subject matter of the contract shall be installed, there is access to water, power supply, compressed air, gas supply and for any other media required according to the quotation, as provided for in the specification. The Customer shall carry out all preparatory work at the site of installation of the subject matter of the contract at its own expense and in a professional manner, including all preparatory construction work (e.g. earthwork, pile driving, demolition, demolition, foundation work, cementing, carpentry, plastering, painting, wallpapering, repairs or any other construction work) as well as preparatory works with regard to the allocation of electricity, gas and water and any other media required according to the quotation. These works are neither to be carried out by us nor are they included in the remuneration. Unless otherwise agreed, these preparatory works and connections, which are required for the operation of the subject matter of the contract, must be completed and ready for use at the installation site before the start of the installation of the subject matter of the contract.

4.4. The 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 period and dates is subject to the condition that all commercial and technical queries have been clarified between the Parties and that the Customer has fulfilled all its obligations to cooperate, in particular that the Customer has provided all materials or goods to be supplied by the Customer on time, the provision of the requisite documents,

official certificates, official authorizations or official permits, the carrying out of any examinations, the granting of necessary Customer releases or Customer approvals and compliance with the agreed terms of payment and the making of a down payment. If these prerequisites are not fulfilled in good time and / or not properly fulfilled, the delivery periods shall be extended accordingly and delivery dates postponed accordingly; this shall not apply if we are solely responsible for the delay. Our other statutory claims shall remain unaffected.

4.5. Compliance with the delivery period and other agreed dates is subject to correct and timely delivery to us. We will inform you as soon as possible of any delays that become apparent.

4.6. The delivery period is deemed to be met if the subject matter of the contract has left our plant by the time of its expiry or readiness for consignment has been notified by the date of the delivery deadline.

4.7. If the delivery period or the acceptance date of the subject matter of the contract or any other agreed date is delayed for reasons for which the Customer is responsible, the Customer shall be invoiced the costs incurred due to the delay. Any further claims or rights on our part, in particular those of debtor default, are reserved.

4.8. If non-compliance with the delivery period, the acceptance date of the subject matter of the contract or other agreed date is attributable to any events or disturbances which are beyond our control or beyond the control of our sub-supplier, the delivery period shall be extended, the acceptance test date and any other agreed, which cannot be met, shall be postponed by the duration of the hindrance, but not more than 6 months after the original delivery date. In the event of Force Majeure, the provision in section 14 shall apply.

4.9. The Customer may withdraw from the contract without setting a deadline, if the whole supply or service becomes finally impossible for us before the transfer of risk. In addition, the Customer may withdraw from the contract if, in the execution of part of the delivery becomes impossible and the Customer has a justified interest in refusing partial delivery. If this is not the case, the Customer is obligated to pay the contract price attributable to the deliverable partial delivery. The same applies in the event of our incapability to perform. In all other respects, the provisions for cases of withdrawal from the contract as set out in section 8 and 9 apply. If the impossibility or incapability occurs during the delay in acceptance (*Annahmeverzug*) of the Customer or if the Customer is solely or predominantly responsible for these circumstances, the Customer remains obligated to pay consideration.

4.10. 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. If we are in default with our delivery and the Customer suffers damage as a result of that delay, the Customer shall be entitled to demand a lump-sum compensation for default (*pauschale Verzugsentschädigung*). For each full week of the delay, this amounts to 0.5 % (zero point five percent) of the net value of the affected delivery item (without costs for delivery, insurance, assembly, etc.), but not more than a total of 5.0 % (five point zero percent) of the net value of the affected delivery item (without costs for delivery, insurance, assembly, etc.). If the delay affects only a part of the subject matter of the contract or one of several delivery items, the calculation of the lump-sum compensation for default shall be based only on the proportion of the total compensation that is attributable to the respective part of the delivery item or one of several delivery items which is / are late and based on the period of time of the delay. If the total amount of 5.0 % of the net value of that part of the subject matter of the contract which is late or of the part of the whole delivery, which is late, is reached, the Customer may terminate the Contract but only with regard to that part of the subject matter of the contract, which is late. With the receipt or with the forfeiture of the corresponding lump-sum compensation payment this shall be in full and final settlement of all such claims. Any further claims of the Customer due to delay, especially with regard to loss of production, loss of profit or other pecuniary losses are explicitly excluded.

4.11. If the Customer sets us a reasonable deadline for performance after the due date - taking into account the statutory exceptions - and if such deadline is not met for reasons for which we are responsible, the Customer shall be entitled to withdraw from the contract within the framework of the statutory provisions. At our request, the Customer must declare within a reasonable period of time whether he will exercise his right of withdrawal.

4.12. Partial deliveries and corresponding invoicing are permissible, unless they are unreasonable for the Customer. Partial deliveries are reasonable if (i) the partial delivery can be used by the Customer within the scope of the contrac-

tual 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).

5. Income and Quality Inspection, Transfer of Risk

5.1. The Customer shall conduct a thorough income and quality inspection of the delivery item without delay, but at the latest within three days of receipt of the delivery item and must notify us in writing of any defects. This is subject to hidden defects, which the Customer must notify us of in writing without delay, at the latest, however, within three days of their discovery. The date of receipt of the complaint by us shall be decisive for whether the complaint was made without delay. Failure by the Customer to notify us of the defects discovered in good time shall result in forfeiture of his corresponding claims and rights.

5.2. The risk shall pass to the Customer when the delivery item has left the plant. This does also apply, if partial deliveries are made or if we have assumed other services, e.g. the shipping costs or delivery and installation.

5.3. If dispatch is delayed or does not take place due to circumstances for which we are not responsible, the risk shall pass to the Customer on the day of notification of readiness for dispatch.

5.4. Partial deliveries are permitted unless they are unreasonable for the Customer.

6. Retention of Title

6.1. We reserve ownership and title to all delivery items until receipt of all payments, including payments in respect of any additional services and until all claims to which we are and will be entitled under the business relationship have been fulfilled in full (hereinafter "Reserved Property").

6.2. 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.

6.3. The Customer shall take such measures as are necessary to protect Bosch's ownership and title to the Reserved Property. If retentions of title are not effective in a foreign country, the Customer is obligated to cooperate in all measures, in particular to make all declarations required on his part to provide us with security equivalent to a retention of title for the Reserved Property.

6.4. We are entitled to insure the delivery item at the Customer's expense against theft, breakage, fire, water and other damage, unless the Customer has provided evidence that he has taken insurance cover.

6.5. 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 6.1, 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.

6.6. The Customer is not permitted to sell, pledge or provide as a security the delivery item. In the event of seizure, confiscation or other dispositions by third parties, he must inform us immediately thereof.

6.7. An application for the opening of insolvency proceedings affecting the Customer or if it is unclear to us whether the Customer is or will be able to perform the contract due to the fact that the Customer has not only temporarily suspended its payments, this entitles us to withdraw from the contract and to demand the immediate return of the subject matter of the Contract.

6.8. 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.

6.9. We are authorized to refuse to continue further works and services and, in case that we have already delivered the delivery item, we are authorized to take back the delivery item and the Customer is obligated to surrender the delivery item, if the Customer acts in breach of contract, in particular if he fails to pay the due remuneration, we are authorized to refuse to continue further works and services and to withdraw from the Contract in accordance with the statutory provisions and/or, in case that we have already delivered the delivery item, 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 remuneration, 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.

6.10. On the grounds of the reservation of title, we can demand surrender of the delivery item only if a Party has withdrawn from the contract.

7. Trial Material

7.1. Each machine shall only perform its service if the agreed original material is used for trial material within the agreed specification and any agreed tolerances. The Customer is obligated to provide us with sufficient quantities of trial material in the agreed specified type and quality in good time and free of charge, as agreed, both at the production site (our site) and at the Customer's site for testing the subject matter of the contract. There is no liability for any delays and damages that arise from the fact that the Customer uses other than the agreed trial material or the agreed trial material with other than the agreed specification or with other tolerances. We shall not be responsible and not be liable for the return of a quantity of the trial material that is less than the total quantity of the test material provided, for its damage or devaluation.

8. Manufacture, Preliminary Acceptance at the Production Site

8.1. We shall manufacture the subject matter of the contract at the location specified in the quotation in compliance with the agreed specification from the quotation.

8.2. If the Parties agreed that a Preliminary Acceptance for the delivery item (machine or any other good) shall take place the following applies:

a) In order to determine whether the subject matter of the contract is ready for dispatch after manufacture at the place of manufacture, a preliminary acceptance (*Vorabnahme* - hereinafter referred to as “Preliminary Acceptance”) shall be carried out at the agreed time using the agreed test methods and performance evidence, which shall be described in more detail in the specification of the quotation. If the subject matter of the contract meets the agreed specification at the time of Preliminary Acceptance, the Customer is obligated to sign the Preliminary Acceptance protocol. If the subject matter of the contract does not meet the agreed specification, we must take all measures necessary to meet the agreed specification without undue delay. If minor defects are found during the Preliminary Acceptance or if minor adjustments are required which do not hinder the operation of the subject matter of the contract and its use for commercial production, the Preliminary Acceptance shall also be deemed successful, provided that we undertake to remedy these defects at our own expense within two calendar months after the agreed Preliminary Acceptance date - also at the Customer’s site or as agreed between the Parties. The Customer must allow us access to the subject matter of the contract in order to remedy any defects

b) If the Preliminary Acceptance fails three times and this is solely or to a large extent caused by us, both Parties are authorized to withdraw from the contract. In this case, we shall reimburse the paid portion of the remuneration for the subject matter of the contract for which the Preliminary Acceptance has failed.

c) The Customer is authorized to participate in the Preliminary Acceptance. The Customer has to bear all costs and expenditures for travel, food and lodging. If the Customer does not participate in the Preliminary Acceptance, he shall inform us of this in good time before the Preliminary Acceptance

8.3. If the Parties did not agree that any Preliminary Acceptance shall take place, we shall prepare delivery at the agreed point in time. For the delivery sections 4 and 5 apply.

9. Construction of the Subject Matter of the Contract, Commissioning and Final Acceptance at the Installation Site

9.1. If this has been agreed upon, we will set up and put into operation the subject matter of the contract at the agreed upon installation site after successful preliminary acceptance and delivery. The Customer must agree with us the times at which we shall carry out the assembly and commissioning work. During this time, the Customer must grant us access to the installation site and provide the required cooperation and make available the necessary resources and infrastructure. In particular, the Customer must ensure that the subject matter of the contract can be set up at the agreed place of installation (production area).

9.2. The Customer is also obligated to provide the sufficient qualified personnel on the installation site to ensure appropriate machine operation.

9.3. If a final acceptance (*Endabnahme* - hereinafter referred

to as “Final Acceptance”) at the Customer's installation site has been agreed, this must be carried out immediately on the Final Acceptance date, alternatively after we have notified the Customer of readiness of the subject matter of the contract for Final Acceptance. After the commissioning and further assembly services have been carried out, we shall notify the Customer of the readiness for Final Acceptance and the Final Acceptance date. The Final Acceptance shall ensure that the subject matter of the contract complies with the agreed specification from the quotation at the time of the Final Acceptance, using the agreed test methods and test results.

9.4. If the subject matter of the contract meets the agreed specification, the Parties must document the Final Acceptance with date (hereinafter referred to as “Final Acceptance Date”) and sign the Final Acceptance protocol on the day of the Final Acceptance.

9.5. The Customer is not authorized to refuse Final Acceptance or the signing of the Final Acceptance protocol due to minor defects which do not significantly impair production. However, any insignificant defects detected shall be recorded in writing in the Final Acceptance protocol and must be signed by the Parties. We undertake to remedy these insignificant defects noted in the Final Acceptance protocol within two calendar months after Final Acceptance or according to a deviating written agreement.

9.6. The Customer is only authorized to refuse or delay the performance of the Final Acceptance or to refuse to sign the Final Acceptance protocol if there is a reasonable objective reason for doing so, which the Customer must inform us of in writing without delay. If this does not happen, we will be authorized to unilaterally declare the Final Acceptance on the agreed Final Acceptance date. If the Customer refuses the Final Acceptance or delays or refuses to sign the Final Acceptance protocol, but nevertheless uses the subject matter of the contract, the Final Acceptance shall be deemed to have been carried out and any payments dependent on the Final Acceptance shall be due and the warranty period shall begin to run. If the Customer starts production before Final Acceptance, the Customer shall lose any rights and claims under this section 9.6. In this case we shall not be liable for any losses or damage occurred by such premature use. In addition, the Customer must pay for the costs of all wear and spare parts used during this time.

9.7. If the subject matter of the contract does not meet the agreed specifications and if it is a Major Defect, we shall take the necessary measures to produce the agreed specification of the subject matter of the contract without undue delay. A material defect is deemed to exist if there are significant deviations from the agreed specification which significantly impair production (hereinafter referred to as “Major Defect”). Detected Major Defects shall be recorded in writing in the Final Acceptance protocol and must be signed by the Parties. After the necessary measures have been carried out, we will inform the Customer that the Final Acceptance will be repeated in a timely manner. If the repeated Final Acceptance is not repeated within one month, it shall be deemed to have been carried out, we may declare the Final Acceptance unilaterally, any payments dependent on the Final Acceptance shall be due and the warranty period shall commence at the latest now.

9.8. If the Final Acceptance fails three times and this is solely or to a large extent caused by us, both Parties are authorized to withdraw from the contract. In this case, we shall. reimburse the paid portion of the total remuneration for the subject matter of the contract for which the Final Acceptance has failed

9.9. The Customer must grant us access to the subject matter of the contract - with due consideration for the Customer's situation and our own situation - in order to enable us to complete any outstanding issues and to remedy any Major Defects and minor defects.

10. Material and Manufacturing Defects (*Sachmängel*) and Deficiencies in Title (*Rechtsmängel*)

10.1. We are liable for material defects and deficiencies in title with the exclusion of any further claims as follows:

10.2. Rights and claims for material and manufacturing defects (*Sachmängel*) shall become time-barred 12 months (i) after delivery or (ii) if commissioning at the Customer's premises without Final Acceptance has been agreed upon, upon such commissioning at the Customer's premises or (iii) if Final Acceptance at the Customer's premises has been agreed upon, upon such Final Acceptance. The above provision does not apply if the law prescribes longer limitation periods pursuant to section 438 Para. 1 No. 2 BGB (*Bürgerliches Gesetzbuch* - German Civil Code) (buildings and items for buildings), section 479 Para. 1 BGB (right of recourse) and section 634a BGB (building defects).

10.3. We must be notified in writing immediately, if any material and/or manufacturing defects are identified indicating the nature, extent and effects of the defect.

10.4. All those parts which prove to be defective as a result of a circumstance occurring prior to the transfer of risk shall at our discretion be repaired or replaced free of charge to a defect-free condition without payment. The same applies, if the defect is only detected at a later point in time during the warranty period, provided that the reason for the defect already existed at the time of the risk being transferred. Any replaced parts shall become our property. For the repaired or replaced part the period of limitation shall not recommence as a result of repair or replacement due to a warranty case.

10.5. Insofar as the Customer's complaint proves to be justified, we shall bear the direct costs of the remedying of the defect or of the replacement delivery including its consignment, the costs of the removal and installation as well as the costs of any provision of the necessary fitters and supporting personnel, including their travel expenses, if we are responsible for the defect and insofar as this does not result in a disproportionately high burden according to section 439 BGB is placed on us as a result.

10.6. If the Customer moves the subject matter of the contract from the originally agreed installation site of the subject matter of contract to any other place, without any prior consultation and coordination with Bosch and without Bosch's prior written consent, in case of a remedying of a defect or of a replacement delivery, Bosch only has to bear such expenses and costs, in particular transport, travel, labor and material costs, which are necessary for the remedying of the defect or for the replacement delivery, and which would have also occurred, if the subject matter of the contract had remained at the originally agreed installation site. In this case, Bosch is authorized, to invoice the Customer the part of the expenses and costs for the remedying of such defect or of for such replacement delivery, which is higher comparing (i) the actual expenses and costs for the remedying of the defect of the subject matter of the contract or for the replacement delivery for the subject matter of the contract at the new installation site and (ii) the fictitious – lower – expenses and costs for the remedying of the defect of the subject matter of the contract or for the replacement delivery for the subject matter of the contract, that would have occurred, if the subject matter of the contract had remained at the originally agreed installation site.

10.7. The Customer is only permitted to eliminate the defect itself or to have it eliminated by third parties and to demand from Bosch replacement of the requisite, reasonable expenses in urgent cases involving the endangerment of operational safety or for the purpose of preventing excessive damage, whereby Bosch shall be notified immediately, and the measures shall be coordinated and agreed with it.

10.8. Within the framework of the statutory provisions, the Customer shall have the right to withdraw from the contract, if we - taking into account the statutory exceptions - allow a reasonable period of time set for us for the remedying of a defect or for a replacement delivery on account of a material defect to elapse fruitlessly or if repair or replacement due to a warranty case with regard to the same substantial defect has failed three times in succession. If the defect is insignificant, the Customer shall only be entitled to a right to a reduction of the contract price. The right to reduce the contract price shall otherwise be excluded.

10.9. There is no case of warranty and no liability is assumed, especially in the following cases: Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear, improper rectification of defects by the Customer or a third party, faulty or negligent handling, improper maintenance, changes to the subject matter of the contract without our prior consent, if the defect is caused by parts, material or construction forms, which are provided by the Customer or third parties, or whose use has been prescribed by the Customer, in case of unsuitable operating materials, influences of climactic conditions on the subject matter of the contract; defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as we are not responsible for them.

10.10. 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.

10.11. For deficiencies in title which are not based on the infringement of Intellectual Property Rights or copyrights of third parties (see section 11), the provisions of this section 10 shall apply accordingly.

10.12. Our obligation to pay compensation for damages due to material and manufacturing defects (*Sachmängel*) and deficiencies in title (*Rechtsmängel*) is otherwise governed by section 12. Any further claims of the Customer or claims other than those regulated in this section 10 due to material and manufacturing defects (*Sachmängel*) and deficiencies in title (*Rechtsmängel*) are excluded.

11. Intellectual Property Rights and Copyrights

11.1. We are not liable for claims arising from the infringement of intellectual property rights of third parties (hereinafter referred to as: "Intellectual 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 Intellectual Property Right or the right to use.

11.2. We shall only be liable for claims arising from the infringement of Intellectual Property Rights if at least one Intellectual Property Right from the Intellectual Property Right family has been published either by the European Patent Office or by one of the following Patent Offices of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the U. S. A..

11.3. The Customer shall notify us immediately of any 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).

11.4. At our discretion, we are entitled (i) to obtain on the Customer's behalf a license for the product (allegedly) infringing an Intellectual Property Right or (ii) to modify it in such a way that it no longer infringes the Intellectual Property Right or (iii) to replace it with a similar product which no longer infringes the Intellectual Property Right. We reserve the right to take at our option the measures under this section 11.4 sentence 1 even if the infringement of Intellectual Property Rights has not yet been legally established or acknowledged by us.

11.5. If the Customer is ordered to desist from using the subject matter of the Contract or a part thereof by means of either (i) the non-appealable decision of a court of law or (ii) being served with a temporary injunction, we shall at our own discretion either procure the Customer the right to continue using the subject matter of the Contract, replace or modify the subject matter of the Contract so as to remove the infringement while retaining the agreed functionalities, or, (iii) if the two abovementioned alternatives under (i) or (ii) prove impossible or unreasonably onerous for us to achieve, to terminate the Customer's rights to the affected subject matter of the Contract in writing and reimburse the value of the affected subject matter of the Contract while taking into account a 3-year usage life for such affected subject matter of the Contract (i.e. linear depreciation on the remuneration paid for the usage rights). Insofar as acceptable for the Customer, the cancellation of the Contract shall be limited to the extent required to prevent the infringement. The Customer shall have a right of recourse against us only to the extent that the Customer has not entered into any agreements with its own customers that go beyond the statutory warranty claims, e.g. goodwill agreements.

11.6. Furthermore, if it is not possible for the Provider under reasonable conditions or within a reasonable period of time to replace or modify the subject matter of the Contract so as to remove the infringement while retaining the agreed functionalities, the rights and obligations under section 11.5 apply accordingly.

11.7. Any claims of the Customer shall be (i) to the extent that the Customer is responsible for or has caused the infringement of Intellectual Property Rights, (ii) if the Customer does not reasonably support us in the defense against claims asserted by third parties, (iii) if the product has been manufactured in accordance with the specifications, design, data or with material or instructions of the Customer, (iv) if the infringement of Intellectual Property Rights results from use in combination with another product (including other software of the Customer or of any third party) not stemming from the Licensor or released by the Licensor, (v) if the product is not used in accordance with the Contract (if the subject matter of the Contract is used in a manner, which could not have foreseen by us) or (vii) if the subject matter of the Contract was amended by the Customer or a third party. In this case, the Customer exempts, holds us harmless and releases us from any and all liability arising from third party claims.

12. Liability

12.1. The Customer shall only be entitled to claim damages and reimbursement of expenses in the event of infringements of industrial property rights in accordance with Section 12. Section 13.1 shall apply accordingly to the limitation period for claims due to infringements of industrial property rights. Claims beyond the scope of Section 11 due to an infringement of third-party property rights or claims other than those regulated in Section 11 are excluded. We shall be liable in accordance with the statutory provisions for damages and compensation for futile expenses within the meaning of section 284 BGB (*Bürgerliches Gesetzbuch* - German Civil Code) (hereinafter referred to as "Damages") (i) in the event of negligent or intentional injury to life or limb or impairment to the health of a person, (ii) for Damages due to mandatory liability under the Product Liability Act, (iii) for Damages caused maliciously or with intent, (iv) for Damages caused by gross negligence

of the legal representatives or executive employees of Bosch, (v) to the extent of a quality guarantee, durability guarantee or any other guarantee (*Garantie*) assumed by Bosch, (vi) due to any other statutory mandatory liability provision.

12.2. Without prejudice to any liability under section 12.1, our liability for direct Damage (*direkte Schäden*) to the subject matter of the Contract shall be limited to the net order value of such subject matter of the Contract or to a maximum of EUR 1.5 million, whichever is the lower. Our liability for loss of profit, loss of production, loss of contracts, loss of use, loss of goodwill, loss of data, loss of information, loss of income, loss of expected savings or loss of business relations (for the Damages mentioned beforehand in section 12.2 sentence 2 this applies irrespective no matter if such Damages are direct Damages or indirect, contributory or consequential Damages [*indirekte, mittelbare oder Folgeschäden*]) is excluded. All other Damages, including indirect, consequential or indirect Damages are also excluded.

12.3. The Customer is obligated to mitigate its losses or Damages as far as possible and to avoid further losses or Damages.

12.4. We are not responsible for the proper functioning / interaction of the delivery item with other upstream or downstream equipment of the Customer or third parties.

12.5. Bosch is not liable for taxes, other levies and resulting damages for which the Customer is the taxpayer.

12.6. Any further liability for damages beyond that provided for in section 12 is excluded, irrespective of the legal nature of the claim asserted. This applies in particular to claims for Damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for property damage in accordance with section 823 BGB (*Bürgerliches Gesetzbuch* - German Civil Code).

12.7. Insofar as the liability for Damages against us is excluded, this shall also apply with regard to the personal liability for Damages against our managing directors, employees, workers, staff, representatives and vicarious agents and their employees. The above provisions shall also apply for indemnity obligations (*Freistellungsverpflichtungen*).

13. Period of Limitation

13.1. All claims of the Customer - for whatever legal reasons - are time-barred after 12 months, unless longer periods of limitation are prescribed by law. The period of limitation begins with the delivery of the subject matter of the Contract. In deviation from the provision in section 13 sentence 2, (i) if the Parties agreed, that commissioning without Final Acceptance takes place, the period of limitation begins with commissioning and (ii) if the Parties agreed that a Final Acceptance shall take place, the statutes of limitation begin with the Final Acceptance. The period of limitation shall not recommence as a result of the remedying of the defect or of the replacement delivery for a defective delivery item.

14. Force Majeure

14.1. Either Party has the right to discontinue performance of contractual obligations, insofar as such performance by the relevant Party is rendered impossible or made unreasonably difficult through no fault of that Party as a result of the following circumstances: fire, armed conflicts, war, general mobilization, insurrection, requisition, confiscation, embargo, all forms of disruptions in operations, difficulties in procuring material or energy, delay in transport, shortage of labor, energy or raw material, difficulties in obtaining official authorizations or official provisions, restrictions of deliveries and services caused by an epidemic or a pandemic, or the absence, not orderly or non-timely delivery by the subcontractors and delays caused by defective or delayed means of transport on account of the circumstances listed in this section 14, our right to discontinue contractual duties also applies to industrial action that affects us or our suppliers or other circumstances that are beyond our control (hereinafter referred to as "Force Majeure").

14.2. The COVID-19 epidemic is currently ongoing and its duration and impact are unpredictable for the Parties. The Parties assume that the economic life relevant to the contract will normalize in the next months, in particular that the economic restrictions due to the COVID-19 epidemic will be abolished. However, neither the duration nor the further effects of the measures taken by the affected states against this epidemic are predictable for the Parties. Against this background, the Parties define the COVID-19 epidemic as a case of Force Majeure.

14.3. As Brexit is pending and the political and economic impact is also unpredictable, Brexit issues, whatever issues that may be, may occur and their duration and impact are also unpredictable for the Parties, and neither the duration nor the further effects of the measures taken by the affected states due to Brexit or against Brexit are predictable for the Parties. Against this background, the Parties define

Brexit issues also as cases of Force Majeure.

14.4. A Party invoking Force Majeure shall inform the other Party in writing without undue delay of the occurrence and of the end of such circumstance. If there are disruptions in supply / other performance due to the Force Majeure, this shall release the provider of the service from its obligation to perform for the duration and extent to which the hindrance caused by Force Majeure prevails and all set deadlines and time periods will be extended accordingly, plus a reasonable restart period. If the Customer is hindered from performing its contractual obligations on account of Force Majeure, the Customer shall compensate us for any costs incurred on securing and protecting the work.

14.5. We are not liable for the impossibility of supply / other performance or for delays insofar as these were caused by Force Majeure.

14.6. Notwithstanding all effects defined in these Terms, either Party has the right to withdraw from the contract by providing notice in writing to the other Party, if the discontinuation of performance of the contract due to Force Majeure will last for longer than six months. In that case, we shall be reimbursed with the costs incurred by us up until such point in time (in particular the costs for materials, working hours, subcontracting).

15. Export Controls and Customs

15.1. Each Party is entitled to refuse to perform its obligations under this Contract 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 referred to as “Foreign Trade Law”). In such cases, either Party is entitled to terminate this Contract to the extent necessary. In case of continuous obligations we are also entitled to terminate the contract without notice period, if such impediments only occur during the execution of the contract.

15.2. In case of delay in the performance of obligations under this Contract caused by licensing, authorization or similar requirements or caused by other Foreign Trade Law procedures (hereinafter referred to as “Foreign Trade 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 a Foreign Trade Authorization be denied or not granted within 12 months after filing the application, Bosch is entitled to terminate this Contract to the extent the performance of the obligation requires this Foreign Trade Authorization.

15.3. 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 section 15.1 or delay in performance according to section 15.2.

15.4. Upon Bosch’s request, the Customer shall provide all information and documentation 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. Bosch may, in Bosch’s sole discretion, refuse to perform its obligations under this Contract or terminate the Contract, if the Customer does not provide Bosch with such information or documents within a reasonable time period.

15.5. In the event that the Customer provides to any third party (specifically including any affiliate of the Customer) any deliveries provided under this Contract, the Customer shall comply with applicable Foreign Trade Law. We are entitled to refuse to perform our obligations under this Contract and to terminate the Contract for cause, if the Customer breaches this obligation.

15.6. To the extent permitted by applicable law, Bosch shall have no liability for any claims of the Customer for damages related to or arising from Bosch’s refusal to perform obligations under this Contract or termination of the Contract in accordance with sections 15.1, 15.2, 15.4 and 15.5.

15.7. For delivery of goods across customs borders to Bosch, the Customer is obligated 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 obligated 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.

15.8. When passing on, transmitting or otherwise transferring the goods delivered by us (hardware and/or software

and/or technology and the relevant documents, independently of the manner in which they are provided) or of work and services provided by us (including technical support of any kind) to third parties domestically and abroad, the Customer shall comply with the applicable regulations of the national and international customs and (re-)export control legislation and to obtain all necessary Foreign Trade Authorization in this regard.

15.9. The deliveries to be delivered must not be used for military purposes or in the service of nuclear technology

15.10. RE-exportation prohibition

i. Insofar as the Customer obtains from us Goods / products that are listed in Annexes XI, XX, XXXV or XL of Council Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Russia Embargo Regulation) in the version applicable at the time of delivery ("Relevant Products"), the Customer is contractually prohibited from reselling, re-exporting, supplying or otherwise passing on the Relevant Products, directly or indirectly, to persons in Russia or for use in Russia.

ii. The Customer shall undertake its best efforts to ensure that the purpose of sec. 15.10.i is not frustrated by any third parties further down the commercial chain, including by possible resellers.

iii. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 15.10.i.

iv. If the CUSTOMER breaches Section 15.10.i or 15.10.ii of these T&C, at least negligently, this shall entitle us to immediately cease further deliveries to the Customer and to terminate the contract or any single order at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this for cause shall not be affected by this.

v. The Customer shall immediately inform us about any problems in applying sections 15.10.i, 15.10.ii or 15.10.iii, including any relevant activities by third parties that could frustrate the purpose of paragraph 15.10.i. The Customer shall make available to us information concerning compliance with the obligations under paragraph 15.10.i, 15.10.ii or 15.10.iii within two weeks of the simple request of such information.

16. Confidentiality

16.1. "Confidential Information" as used in these Terms means any and all knowledge and any and all information, e. g. including but not limited to information about operational processes, business relations and know-how, that can be communicated, as well as all documentary material, samples and software, regardless of their physical form or nature and characteristics, which are disclosed or made available by one Party to the other in connection with the contract which is based on these Terms, regardless of being marked as confidential or not. Confidential Information includes but is not limited to information explicitly marked as confidential by the Party communicating the information as well as any information where the confidentiality thereof derives from the circumstances of its provision.

16.2. Each Party undertakes to use all Confidential Information which was or will be received from the notifying Party under the contractual relationship only for the purposes of the intended cooperation and to keep it secret. The receiving Party shall keep the Confidential Information confidential for the duration of the contractual relationship and for a period of 5 years after its termination. The receiving Party will, for whatever reason, not use the Confidential Information for third parties and, not disclose it or make it available to third parties, either directly or indirectly, orally or in writing or in any other way, unless it has received the prior express written consent of the other Party. Affiliated companies within the meaning of section 15 et seqq. German *Aktiengesetz*, who were obligated to maintain the relevant confidentiality, as well as Bosch subcontractors, who were obligated to maintain the relevant confidentiality, are not considered as third parties in the meaning of this section 16.

16.3. The Customer shall not disclose Confidential Information to third parties unless this is necessary for the exercise of the rights conferred on the Customer under this Contract. To safeguard the Confidential Information, the Customer must apply the same degree of care (although never less than a reasonable degree) as it applies to its own confidential information of similar importance.

16.4. The obligations under sections 16.1 to 16.3 do not apply or lapses for such information or parts thereof with respect to which the Party receiving the information proves that

a) it was lawfully known to that Party or was generally accessible prior to the point in time of receipt or became known to that Party from a third party after the

point in time of receipt in a lawful manner and without any confidentiality obligation;

b) it was already known to the general public or was generally accessible prior to the date of receipt; or

c) it became known to the general public or became generally accessible to the public after the date of receipt without the Party receiving the information being responsible for this; or

d) the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party; or

e) that the Customer generates of its own accord; or

f) that must be disclosed by act of law.

16.5. The Parties shall only make public statements relating to their cooperation subject to their prior mutual agreement. Customer does not have the right to act as the representative or commercial partner of Bosch. Without the prior consent of Bosch, Customer is not entitled to use Confidential Information on envisaged or existing contractual cooperation for reference or marketing purposes.

16.6. The Customer is not authorized to conduct any observation, study, disassembly or testing (so called reverse engineering) of the delivery items received without the prior consent of Bosch. The Party providing the Confidential Information reserves all rights (including copyrights and the right to apply for industrial property rights such as patents, utility models, topography rights, etc.). The Customer undertakes not to carry out any reverse engineering in the sense of the EU Directive 2016/943 on the Confidential Information provided and/or on the subject matter of the Contract without Bosch's prior consent.

16.7. Each Party undertakes to return to the notifying Party, or destroy without delay, at the request of the notifying Party, all Confidential Information (including copies made) and samples received from the notifying Party in writing or otherwise recorded, in which case the destruction shall be confirmed in writing to the notifying Party. The obligation to return or destroy does not extend to copies of the Confidential Information received which (i) the receiving Party keeps in safe custody to provide evidence of the content and course of the conversations or (ii) are necessarily created in the course of routine data backups.

16.8. For personal data, each Party shall comply with the regulations on statutory data protection and shall take the necessary technical and organizational protective measures, for example against unauthorized access, unauthorized modification or disclosure.

17. Data Protection

17.1. In connection with the use of our services, personal data may be processed by us.

17.2. We shall provide the Customer with a pre-formulated contract text for an agreement on order processing according to the GDPR which may be necessary in this context. The Parties agree, if necessary, to conclude an agreement on order processing on the basis of this pre-formulated contract text.

18. Software Use

18.1. If software is included in the scope of delivery, the description of the software is set out in the documentation which the Customer will be provided with on request before entering into the Contract.

18.2. If the software is delivered installed on a machine or delivered by us in connection with a machine delivery, the software shall be provided for use on the delivery item intended for this purpose.

18.3. The software comprises, as far as feasible, the executable program code and the corresponding documentation in electronic form, and installation instructions unless the software self-installs. Subject to section 19.1, the source code does not form part of the subject matter of the Contract.

18.4. If software is included in the scope of delivery, the Customer is granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

18.5. The granting of sub-licenses is not permitted. All other rights to the software and the documentation, including the copies, shall remain with us or the software supplier respectively.

18.6. Software supplied by us is protected by copyright. All copyright protection and exploitation rights are exclusively with us or our licensor. The Customer may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by law (sections 69 a et seqq. UrhG [*Urhebergesetz* - German Copyright Act]). The Customer undertakes not to remove manufacturer's data - in particular copyright notices - or to change them without our prior express written consent.

18.7. The Customer undertakes not to modify, translate, reverse engineer, disassemble, create derivative works based on the software or to remove parts thereof. Furthermore, the Customer is not authorized to remove alphanumeric identifiers from the data carriers and, insofar as he is authorized to duplicate them, the Customer must also duplicate them unchanged. Decompilation is only permitted to the Customer within the framework of section 69e UrhG (*Urhebergesetz* - German Copyright Act) and only under the pre-condition that we have not provided the Customer with the information necessary for the interoperability of the computer programs within a reasonable period of time set in writing.

18.8. In the case of software which acquired by us from third parties and which we supply or supply installed, the terms of use or license conditions of the third party shall apply in addition.

18.9. Warranty claims specifically for software (supplement to section 10 above):

a) It is general knowledge, that it is not possible to develop software in such a way that it works in all applications and combinations without error. The scope of performance and functions of software products is determined by the product descriptions valid at the time of conclusion of the contract. Additional services, such as individual creation or adaptation of software products, as well as guarantees (*Garantien*) or performance promises, must be expressly agreed in writing. The responsibility for the correct selection and for the consequences of the use of the software as well as for the intended or achieved results based on such selection lies with the Customer.

b) We warrant that the delivered data carrier is free from material and manufacturing defects, that the software has been properly duplicated and that it is executable on the fault-free hardware specified in the associated documentation under normal operating conditions with proper maintenance of the system with normal handling and storage of the data carriers. If the delivered data carrier does not comply with the warranty the Customer must return the defective data carrier and will receive a replacement data carrier as the Customer's sole remedy.

c) For software, which the Customer or a third party has extended via an interface provided by us, we provide a warranty only up to the interface. We do not warrant that the delivered software is compatible with the data processing environment used by the Customer – in particular with the software and hardware products used by the Customer.

d) The Customer must take all reasonable measures to prevent or limit the consequences of damage caused by software errors. Notifications of defects in accordance with sections 377, 381 para. 2 HGB (*Handelsgesetzbuch* – German Commercial Code) must be made immediately in writing. The Customer is obligated to provide documentation of the error report especially regarding the type and occurrence of deviations from the performance description, which allow us to understand and verify the software error and cooperate in the limitation of errors. He must ensure the backup of programs and data entered and processed.

e) If errors occur in the software supplied by us during the warranty period which impair the value or suitability of the software to a more than insignificant extent, we shall examine these errors and, insofar as they are defects subject to warranty, remedy them at our discretion by eliminating the defect or supplying defect-free software. Program errors will be eliminated either by delivering a corrected version or by showing the Customer a reasonable and effective workaround of the error which allows to circumvent the defect, whereby the workaround option shall be exercised 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. If the Customer refuses access to the license material for the above-mentioned purposes, or if he does not insert the corrected version supplied to him into the user environment, the remedy of the error shall not be deemed to have failed. If, in a warranty case, the remedy of defects by means of replacement delivery remains unsuccessful after several attempts, the Customer may demand a proportional reduction of the purchase price or the cancellation of the contract.

f) Any further claims beyond the claims in sections 10 and 18.7, in particular claims for compensation for damages that have not occurred to the software itself, such as loss or faulty processing of data, are excluded.

18.10. Data Use and Data Protection with regard to the Software.

a) Bosch shall have the right, insofar as is permitted by law, to store, use, transfer and/or exploit all the information contributed and created by the Customer in connection with the software, except for personal data, beyond the purpose of the contract for any purposes such as, for example, statistical, analytical and internal purposes. This right shall be unlimited and irrevocable.

b) Insofar as personal data is processed, Bosch complies

with the statutory data protection regulations. In this case, the details relating to the data collected and the respective processing thereof are set out in the data privacy statements of Bosch https://www.boschmanufacturingsolutions.com/data-protection-notice/.

19. Open Source Software

19.1. The software of the subject matter of the contract may contain open-source software and software of third parties under royalty-free licenses (hereinafter referred to as: "OSS"), which take precedence over all conflicting license terms and other terms and conditions relating to the subject matter of the contract. To the extent that OSS is included, this will be stated in the Annex OSS to the contract as far as known at the time of provision. Annex OSS will, however, be updated in accordance with changes which may be required by the development of the subject matter of the contract. A complete list of all OSS used, depending on the development status of the quoted subject matter of the contract, is available on request and will be provided upon completion of the subject matter of the contract.

19.2. The OSS contained in the subject matter of the contract is subject to OSS license agreements (hereinafter referred to as: "OSS Licenses"). According to these OSS Licenses, we must pass on their terms and conditions to the Customer and the Customer must comply with these terms and conditions and fulfil the relevant obligations if he uses the OSS in a way other than merely installing and running internally on the subject matter of the contract, for example by disposing of the subject matter of the contract, such as through distribution, sale or other transfer to third parties. The rights under the OSS Licenses are granted to the Customer directly by the respective author of the OSS component. If the Customer passes on the subject matter of the contract to third parties, the terms and conditions of the respective OSS Licenses for the distribution of any OSS contained therein apply.

19.3. By changing or adapting OSS, the Customer accepts the applicable OSS Licenses and assumes responsibility for compliance with the applicable OSS Licenses. Furthermore, the Customer agrees that updates or new versions (to the extent that such updates or new versions are contractually provided by us) of the delivered software of the subject matter of the contract may contain other or additional OSS and therefore changes to the OSS Licenses. We will inform the Customer about this fact and, if applicable, about additional or changed OSS Licenses when the updates or new versions are delivered.

19.4. The OSS itself has no influence on the sales price of the subject matter of the contract or the agreed remuneration for the subject matter of the contract and the agreed additional services and is therefore provided free of charge and without monetary compensation.

19.5. Unless otherwise provided for in a contract based on these Terms or in our underlying quotation, we are not obligated to provide any service or support with regard to the fulfilment of the Customer's obligations arising from the OSS Licenses. Any such service or support by us shall be subject to a separate agreement specifying such service or support and providing for appropriate compensation.

20. Change and Claims Management

20.1. If new facts become known to us only after conclusion of the contract in the course of the execution of the order, we shall propose, promptly after they become known, measures to change the location or the subject matter of the contract itself as well as all necessary changes to the contractual obligations of the affected Party, including but not limited to additional time expenditure and any higher remuneration (if necessary). In this case we will propose an amendment quotation to the Customer with regard to the changes. The Customer has the opportunity to accept such quotation within five working days. If the Customer rejects this quotation, but if we require more time to carry out the project without the rejected modification measures and / or if these new facts cause us additional financial expenditure to make the object of the contract ready for operation, we are authorized to withdraw from the contract, if the Customer does not accept the modification. If we do not withdraw from the contract, any additional expenditure in terms of time or money that may be required by us as a result of the newly identified facts shall be taken into account in a reasonable manner and we shall be remunerated accordingly. In addition, this will lead to a reasonable postponement of the agreed contractual schedule. The Customer is not entitled to claim Damages.

20.2. If the Customer requests changes to the subject matter of the contract after conclusion of the contract, we shall only take these changes into account up to the design freeze and in this case, after notification of the Customer's request for changes, we shall send the Customer a revised quotation in which we shall take the additional time and / or the higher remuneration into account. The Customer may accept the revised quotation in writing within five

working days of receipt. If the Customer does not accept the quotation within this period of time, the quotation is deemed not to be accepted and we will not take the change into account and instead the contractual relationship will be continued on the basis of our original quotation without change.

21. Compliance

21.1. The Customer is committed to the principle of strict legal compliance in all activities, measures, contracts and other procedures.

22. Applicable Law / Place of Jurisdiction

22.1. The law of the Federal Republic of Germany, subject to exclusion of the conflict of laws and of the United Nations Convention on Contracts for the International Sale of Goods (CISG), applies exclusively for all legal relations between us and the Customer.

22.2. As far as legally permissible, the place of jurisdiction shall be Stuttgart (for local court proceedings, the local court in 70190 Stuttgart) or, at our discretion, the location of the place of business which executes the order, if the Customer,

a) Is a merchant; or
b) is without general national place of jurisdiction in Germany; or
c) after conclusion of the contract changes his general place of jurisdiction or place of residence to a place outside of the Federal Republic of Germany or his place jurisdiction or place of residence is not known at the time the complaint is filed.

22.3. We are also authorized at our discretion to take legal action against the Customer at a court with jurisdiction over the registered office or a branch of the Customer.

23. Miscellaneous

23.1. Amendments and additions to these Terms as well as any other contract concluded based on these Terms must be in writing (this is ensured by letter or email). This applies also to the amendment or revocation of this written form clause itself.

23.2. Should any provision of these Terms and/or any contract based on these Terms be or become invalid or unenforceable in whole or in part, or in case of a loophole, this shall not affect the validity and enforceability of the remaining provisions. Rather, the Parties undertake to replace the invalid or unenforceable provision with a valid and effective provision with retroactive effect that comes as close as possible to the economic intention. The same applies in case of a loophole where the Parties will insert a valid and effective provision.

Robert Bosch Manufacturing Solutions GmbH

2024-03-05 - SOCOS

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