

# 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 terms and conditions, even if the acceptance or 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 previously 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, agreements and/or order releases accepted or submitted 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 about 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 term "written" also means communication via data connections and fax.
- 2.4. Unless expressly otherwise agreed upon, the Supplier is bound to his offers and these will be provided free of charge. We will not be contractually 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, we have the right to cancel the order.
- 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 component of this 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 - 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 foresees a problem with compliance 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 will immediately provide written information 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 his 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 will be adequately fulfilled. The provisions in this section will remain in full force undiminished 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 accepted by us in advance, 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 time 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 information (technical or not) that are a part of the Agreement are not delivered 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 by us due to the delivery.
- 3.6. Partial deliveries are not permitted without our prior written consent.
- 3.7. For amounts, weights and dimensions, 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 functionality, including the associated documentation. We also have the right to make reserve copies for our own use without explicit consent. Our permissible use encompasses, in particular, duplication, loading and running the software.
- 3.9. Unless otherwise stipulated in the supplementary Terms and Conditions of Purchase for Software we shall together with delivery receive simple rights of use, unrestricted in terms of time and territory, to use software belonging to the scope of delivery. Our permissible use encompasses, in particular, duplication, loading and running the software. 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, as well as to our subcontractors in charge of manufacturing our products and in this context require a

right to use the software. The permissible use also encompasses the transmission of the software as part of a hardware product for customers and the granting of usage rights hereto, insofar as this is necessary for the use of the hardware.

- 3.10. We also have the right to use provided software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. We also have the right to make a reasonable number of backup copies.
- 3.11. The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH, as well as the supplementary Terms and Conditions for Products related to Open Source Software, apply to software (both can be viewed in the download area of Purchasing and Logistics at [purchasing-terms-and-conditions](#)).

### 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 for the duration of 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. 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 approved by us at the agreed-upon place and time.
- 6.2. Unless otherwise agreed upon, the prices are fixed prices. VAT is not included. Extra work and deductions 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, with effect from the due date of payment and receipt of both the invoice as well as the Deliveries, unless the due date is later. Payment is subject to invoice examination.
- 7.2. We and/or businesses affiliated with us are entitled at all times to offset amounts owed to the Supplier with receivables owed us 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, to the extent and as soon as this is possible during usual operational management. Discovery of any defects will be communicated 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 provisions, the legal regulations apply, unless otherwise stipulated below.
- 8.3. The Supplier will indicate how the defects will be rectified. We can reject the solution chosen by the Supplier with an indication of reasons for this. Place of the performance shall be the intended location of the Product. This is the place where the Product is located at the time of the claim based on defects.
- 8.4. If, after our request to rectify the defects, the Supplier does not immediately begins rectifying the defects, then we will be entitled, in urgent cases, after a reasonable short period of time for remedy, especially to ward off acute danger or to prevent greater damage, to carry out such a rectification ourselves or have 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 possible claims of third parties, unless the Supplier indicates that he cannot be held liable for such infringements. Additionally, the Supplier shall, upon request, immediately provide us with the information and documents on his services required for the defense against such third-party claims.
- 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 for transportation, work, assembly and disassembly and materials or higher than normal inspection costs of received products, then these costs will be charged to the Supplier.
- 8.9. Insofar as automotive manufacturers as our customers use a reference market procedure or a similar, in the automotive industry common procedure, for determining and settling warranty claims against us due to defective Bosch products, this procedure shall also apply to the relationship between the Supplier and us if the defect is attributable to the Supplier's Products.
- 8.10. 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 if:
  - 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 is no longer fulfilling his 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 retain confidentiality vis-a-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 demonstrably public. The Supplier may only provide this information to persons within his organization to the extent that this is required on account of the delivery to us. Accordingly, these persons are also held to confidentiality. All of the information intended for this will remain our property. Without our prior 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 and archives, where applicable) and borrowed objects must be immediately sent back to us or destroyed in its/their entirety. We reserve all rights (including copyrights and the right to [apply for] intellectual property rights such as patents, utility models, protection of semi-conductors, etc.). In the case that these have been supplied to use by third parties, the reservation of rights also applies in favour of these third parties.

11.2. Products that are produced based on documentation that was compiled by us, such as drawings, models and the like, or based on confidential information, or produced with our tools or replicated tools must not be used by the Supplier himself for the benefit of third parties or be offered or supplied to third parties. This also applies *mutatis mutandis* for our print orders.

## 12. Compliance, Social Responsibility and Sustainability

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

12.2. The Supplier undertakes, within 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 under applicable antitrust regulations. The Supplier undertakes to respect strictly the applicable antitrust regulations.

12.3. The supplier guarantees payment of fair wages and equal remuneration for work of equal value without distinction of any kind, and to comply with the applicable laws governing the general minimum wage and commit sub-suppliers engaged by it to the same extent. On request, 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 all third party claims and is obliged to reimburse any fines imposed on us in this connection.

12.4. The supplier shall comply with the applicable statutory provisions and regulations governing the environmental protection, health and safety at work, treatment of employees and the protection of human rights.

Further, the supplier shall observe the requirements of the Code of Conduct for Business Partners (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>) and the Principles of the Global Compact initiative of the United Nations ([www.unglobalcompact.org](http://www.unglobalcompact.org)) and procure for its sub-suppliers to act in accordance with the same. These essentially concern the protection of universal human rights, elimination of forced labor and abolition of child labor, elimination of discrimination in respect of employment and occupation, and environmental responsibility. To reduce adverse effects on human health and environment, the supplier shall implement and further develop an environmental management system in accordance with or comparably similar to ISO 14001. Further, the supplier shall comply with the Bosch Policy for Conflict Raw Materials and consider it in its supply management (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>).

12.5. The supplier shall respond to inquiries to compliance, social responsibility and sustainability in the supply chain within reasonable time and in line with stipulated formalities. In the event of a suspected violation of the obligations under above mentioned paragraphs, the Supplier must investigate any possible violations without undue delay and inform us of the investigation measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the Supplier must inform us within a reasonable period of time of the measures that it has taken internally within its organization in order to prevent violations in future. If the Supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with the Supplier or to terminate them with immediate effect.

12.6. In the event of severe violations of the law by the Supplier and in the event of violations of the above mentioned provisions, we reserve the right to withdraw from the existing contracts or to terminate them without notice.

## 13. Liability

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

13.2. The Supplier is also liable for all damage that might 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.

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

13.4. The Supplier declares that the Products do not infringe on the rights of the (industrial) property of third parties and indemnifies us against claims in this regard.

13.5. 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.

## 14. 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.

## 15. Miscellaneous

15.1. 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.

15.2. Without our written consent the Supplier will not transfer the agreement or order or parts thereof to third parties. In the same vein, no change of manufacturer or subcontractor may take place without our written permission.

15.3. 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 provisional settlement in summary proceedings.

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15.4. We reserve the right to bring a case against a Supplier before the court that has jurisdiction over the Supplier's place of residence or the court that has jurisdiction over the place of performance.

15.5. Only Dutch law is applicable to all legal relationships between us and the Supplier, excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

## Special provisions for the purchase of objects

These special provisions comprise a supplement to the general conditions. In the event of a contradiction between these special conditions and our general conditions, these special conditions will prevail.

### 16. Delivery

16.1. The agreed-upon dates and periods comprise an essential obligation on the part of the Supplier. Correct compliance with delivery dates and periods will be determined on the date that the goods are received by us. Unless a delivery is stipulated to be "free at destination"/"free domicile" (DAP or DDP Incoterms 2010), the Supplier will provide the goods in due time, taking into consideration the required time for loading and transport that must be agreed upon with the hauler.

16.2. The provisions regarding the Logistics Manual and the Delivery and Packaging Specifications of Robert Bosch GmbH comprise an integral part of the agreement.

### 17. Prices and transfer of risk

17.1. Unless otherwise agreed upon, the "Delivered at Place" (DAP Incoterms 2010) pricing, including packaging, are applicable.

17.2. The Supplier bears the risk of loss or damage with regard to the products, until these have been received by us or our representative and accepted at the agreed-upon location.

### 18. Product liability and recalls

18.1. If a claim is lodged against us due to product liability, then the Supplier is obligated to indemnify us from such a claim to the extent that the damage has been caused by a defective Product that has been delivered by the Supplier. However, in the event of liability for defects this only applies if the cause can be attributed to the Supplier. If the cause of the damage falls within the area of responsibility of the Supplier, then the Supplier is obligated to prove that he is not liable.

18.2. In cases such as those listed in the previous section, all costs and expenditures will be at the expense of the Supplier, including the costs of any legal procedures.

18.3. For the rest, the legal provisions apply.

18.4. Prior to a recall that can be attributed in part or in whole to a defect in a Product that has been delivered by the Supplier, we will notify the Supplier of this in writing and give the Supplier the opportunity, in mutual cooperation and consultation, to conduct the recall as efficiently as possible, unless notification of or cooperation with the Supplier is not possible due to the emergency nature of the matter. To the extent that the product recall is the consequence of a defective Product that was delivered by the Supplier, the costs of the recall will be borne by the Supplier.

### 19. Export provisions and customs

19.1. The Supplier is obliged to inform us about any applicable (re-) export licence requirements or restrictions for the Products under Dutch, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Products in its business documents and to send the following information on Products subject to licence requirements to [Export-Control@de.bosch.com](mailto:Export-Control@de.bosch.com) in good time prior to the first delivery and immediately in case of changes (technical, legal changes or governmental determinations):

- Bosch material number
- Product description
- All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN)
- Country of origin of the Products under commercial policy
- HS Code of the Products
- A contact person in its organisation to resolve any inquiries.

19.2. The Supplier is obliged to take appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards and in particular to support us in taking necessary measures to maintain the a authorization as Authorized Economic Operator (AEO). The Supplier is obliged to provide appropriate evidence, e.g. through authorizations or declarations, e.g. security declarations, declarations within the scope of C-TPAT or similar programs. We or a third party instructed by us are entitled to examine the Supplier's evidence at the Supplier's premises, in accordance with this paragraph.

19.3. The Supplier is obliged to inform us in a binding manner about the commercial origin or the respective required preferential origin. Therefore, it shall issue a long-term supplier declaration for deliveries of goods within the European Union in accordance with the relevant valid EU implementing regulation within a period of 21 days after our demand. Further, the supplier ensures to enclose the respective required proof of origin for deliveries of goods from a free-trade agreement/preferential agreement country. The commercial origin shall be indicated on the respective commercial invoice and if required, a certificate of origin shall be issued. In case of initial consignment, the original data must be communicated in writing at the latest at the time of the first delivery. Changes of the origin of goods must be immediately notified to us in writing.

19.4. For delivery of goods across customs borders, the Supplier is obliged to enclose all required documents to the delivery, such as commercial invoice, delivery note and information for a complete and correct import customs declaration. Regarding the invoice, the following shall be considered: Additionally, costs not included in the goods price (e.g. research and development costs, licence fees, tooling costs, provisions of the buyer with reference to the delivery of goods) shall be listed separately in the invoice. In the case of free of charge deliveries, the Supplier is obliged to declare a value, which reflects a fair market price as well as the note. Additionally, the invoice or delivery note must also state the reason for the free of charge delivery (e.g. free shipment of samples).

19.5. The Supplier must support us by all available means to reduce or minimize our payment obligations regarding customs duties or costs for customs clearance.

19.6. Notwithstanding any other rights and without any liability to the Supplier, we are entitled to withdraw from the affected contract or to terminate it without notice in case the Supplier repeatedly fails to fulfil its obligations under these provisions.

## Special conditions for service and development contracts

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.

### 20. General Information

- 20.1. The Supplier must perform the services himself. Subcontracting is only possible with our prior written consent. If the Supplier uses subcontractors, he will ensure that all relevant conditions are a part of the subcontracting agreement in question.
- 20.2. In particular but not limited to performance requirements, typical characteristics and objectives that are stipulated by us can never release the Supplier from his obligation to deliver a technically error-free and economically responsible solution. Should these stipulated performance requirements, characteristics, objectives, etc. be in the way of the solution or, if changes or improvements to the object in question or to the scope of the services to be rendered are necessary or appear to be fitting for whatever reason, then the Supplier will notify us of this without delay. Additional services or modifications that are carried out without our prior written consent will not be compensated and can also not be the subject of a request for indemnification.
- 20.3. If it appears that the Supplier must make use of intellectual property rights/copyrights of third parties when executing our order, then he must notify us of this immediately in writing.

### 21. Services

- 21.1. Services must be performed in compliance with the contractually agreed-upon stipulations, including all documents that are a part of the description.  
The Supplier shall ensure that the products and services are "state-of-the-art" and comply with all applicable laws and regulations. When carrying out all development orders, the Supplier must take into account the future maintenance and inspection tasks and must perform his services so that these future maintenance and inspection tasks can be carried out as easily as possible.
- 21.2. When executing an order, the Supplier is obligated 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).
- 21.3. If the Supplier must generate technical documents (drawings, descriptions, calculations, etc.), then right of ownership of these documents will be automatically transferred to us at the moment that they are generated. Such documents must be provided to us in their original formats as soon as they have been completed. The documents that are made available by us to the Supplier must be used and stored with the necessary care and carefulness. Such and other documents (models, diagrams, drawings, etc.) generated for or provided to the Supplier for executing an order will remain our property and must be returned at the latest when the order has been completed. We retain all rights to such documents, just as we retain all rights to any patent that is granted or drawing or model is registered stemming from these documents. Reservations in this regard due to the Supplier are expressly excluded.
- 21.4. If the Supplier has been notified of the intended purpose of the services, then the Supplier guarantees that the services rendered by him are suitable for the intended purpose. The fact that we test, inspect or approve parts of the services has no impact on the scope of the obligation on the part of the Supplier to perform and guarantee his services.

### 22. Remuneration

- 22.1. The Supplier will receive remuneration for the services to be performed. The amount of this remuneration will be agreed upon in writing in advance. Agreed-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 total of the incurred costs will remain within the intended budget (quotation). Additional costs will only be compensated by us if these have been expressly approved in writing.
- 22.2. The above-mentioned compensation covers all costs incurred, services rendered and rights held by the Supplier. The compensation will not be payable until the moment of acceptance of the services in accordance with the agreed-upon payment conditions.

### 23. Work results/innovation

- 23.1. 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 conduction of the services, including every innovation and of all rights of usage and exploitation, as soon as these results and rights come into being.
- 23.2. 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.
- 23.3. 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.

### 24. Documentation and confidentiality

- 24.1. The Supplier will treat as confidential vis-a-vis third parties all of the results achieved during the execution of the contract as well as all technical or business information provided by us, even after the contract has ended, as long as and to the extent that such information is not known in any other manner or that we have abandoned the obligation to confidentiality in writing.
- 24.2. Services carried out by the Supplier or essential components thereof must not, unless they are part of the general state of technology, be delivered to third parties in the same manner or on the same work basis, and this for a period of 2 years, to be calculated from the end of the contract in question.
- 24.3. The Supplier will take, 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.

### 25. 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.

### 26. 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:

- Valid proof of registration with the Chamber of Commerce ("Kamer van Koophandel") (not older than 3 months);
- 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.

### 27. 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.

### 28. 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 using 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.

### 29. 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.

### 30. Fulfilment, acceptance and delivery

- 30.1. 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.
- 30.2. 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.

### 31. 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.