

General purchasing terms for goods and services and complexes integrated with goods and services

1 General principles

The following purchasing conditions are the only ones disciplining orders issued or purchasing agreements drawn up by Robert Bosch S.p.A. (hitherto RB-IT). Any amendment or addition and any Supplier conditions differing totally or partially to these conditions will only be valid with specific written acceptance from RB-IT. Otherwise, these purchasing conditions will prevail.

2 Orders and their amendments

- 2.1 Orders, contracts and delivery or supply requests as well as any amendments or additions must be in writing.
- 2.2 The validity of any verbal agreements, including amendments and integrations to these conditions, is subordinate to binding written confirmation by RB-IT.
- 2.3 Any communications sent by fax or email shall also be considered as written confirmation.
- 2.4 Estimates will be binding and give no right to fees of any kind for the Supplier, unless specifically agreed on between the parties.
- 2.5 If the Supplier does not accept, or does not confirm the order in writing within two calendar weeks of it being received, RB-IT will have the right to cancel and revoke it, with no prejudice to its right to full compensation for all damage suffered or to be suffered, both contractual and extra-contractual, due to the Supplier not accepting the order in good time.
- 2.6 Delivery and/or supply requests by RB-IT referred to framework agreements are binding for the Supplier if not refused by the latter within 2 working days of receiving them.
- 2.7 The RB-IT Quality Assurance Guidelines for Suppliers (QSL), the Logistics Manual and Delivery and Packaging Specifications are an integral part of the agreement, if agreed on by the parties.
- 2.8 RB-IT can revoke and/or cancel an order at any time, if, in its unquestionable judgement, it feels that Supplier guarantees and suitability to carry out the supply regularly no longer exist and if, still in its unquestionable judgement, it feels that the Supplier is in such a state of insolvency and economic difficulties as to question regular supply and Supplier suitability to provide the relative guarantees and thus independent of the forecast in point 2.5 above; and if executive procedures, none excluded, have been taken against it, or the Supplier itself has been admitted to any kind of examination procedures.

3 Delivering goods / Supplying services

- 3.1 Deliveries or supplies that do not conform to specifications given in RB-IT agreements and orders can be refused by the latter or will require, to be accepted, prior agreement and written consent from RB-IT.
- 3.2 Dates, places and delivery terms in the order or agreement are binding for the Supplier. For this, proof will be the delivery date of the goods and/or supply of the service in the place agreed on in the order or agreement. In cases foreseen in INCOTERMS 2000, the Supplier must make goods available in good time, considering the loading and transport terms agreed on with the shipper.
- 3.3 The parties hereby establish that the return conditions in the agreement/order are valid in compliance with the INCOTERMS 2000. In cases foreseen by INCOTERMS 2000, the Supplier will answer directly to RB-IT for all deeds, facts and behaviour of the shipper chosen and its helpers; the Supplier will also be the only Party obliged to pay the shipper's services, and the latter cannot, in any way, make any claims against RB-IT.
- 3.4 If the order or agreement foresees Supplier installation or start-up, these will be the latter's liability, unless agreed on otherwise, together with any connected, indirect costs, for example travel and transport expenses.
- 3.5 If the Supplier is late in delivering compared to terms agreed on and if it should deliver the goods to places and parties differing to those indicated by RB-IT, the latter can refuse to accept said delivery and can request full compensation for damages. In derogation to art.1510 of the civil code, the Supplier is not freed of delivery obligations by handing over goods to the transporters or shippers. The Supplier must inform the RB-IT purchasing office immediately if it foresees any difficulties that could hinder deliver or supply of goods or services in good time and of the required quality. However, this will not exonerate it of relative liabilities for delays in carrying out the service.
- 3.6 Unconditioned acceptance of a late delivery of goods or supply of service does not mean nor can be considered in any way or be compared to a renunciation by RB-IT to claim compensation for damages and this up to when said compensation has not been fully paid to RB-IT within terms requested by it.
- 3.7 Partial deliveries of supplies are normally not acceptable, unless specifically agreed on otherwise by the parties.
- 3.8 Unless proved otherwise, quantities, weights and sizes ascertained by RB-IT when accepting the goods will be evidence for the purpose of any claims
- 3.9 It remains understood that RB-IT will have the right to use the software and relative documentation connected to the goods purchased/service supplied, based on service characteristics agreed on and within limits foreseen by use of said software.
- 3.10 RB-IT will have the right to use said software, thus including relative documentation, with the specifications agreed on and to the extent needed to use the product and respecting agreements in force. RB-IT will also have the right to duplicate a backup copy even without specific authorisation.
- 3.11 In any case, at the time of the supply, the Supplier must deliver all documentation needed and suited to its regular use to RB-IT (for example instructions and operations manuals, installation and assembly ones and guarantee certificates).

4 Services

- 4.1 The Supplier must supply the services through its company. It can only sub-contract the supply of services to third parties with prior written consent from RB-IT and anyway, in the latter hypothesis, will be personally liable towards RB-IT for all sub-contractor activities as if they had been done by the Supplier itself. If it should request services from third parties, the Supplier must incorporate the terms and conditions of this agreement in the relative agreements.
- 4.2 Service standards desired by RB-IT, configurations and purposes specified by it, will not release the Supplier from its obligation to supply solutions that are technically free of defects and are economic. The Supplier must opportunely inform RB-IT if the above service standards, configurations or purposes conflict with said solution, or if modifications or improvements to the service or for its purpose are required or appropriate for other reasons. Additional services or modifications carried out without prior written permission from RB-IT cannot be adopted as a base for claims by the Supplier.

- 4.3 RB-IT must be informed immediately if third party industrial patent or intellectual rights are needed to fulfil the order, even if there is just a risk.
- 4.4 Services carried out must conform to agreement and service purposes; the above is also applied to specification documentation. The Supplier must observe the general state of the science and art, regulatory standards applicable, consumer association directives, safety procedures and relative measures, including RB-IT safety standards. When carrying out engineering orders, the service must aim for easy maintenance and/or inspection works.
- 4.5 When fulfilling the order the Supplier undertakes to respect RB-IT interests, adopting and taking all measures at its discretion (for example, choice of materials, accessories or spare parts) based only on objective examination. Within possible limits, the supplier must use products that are part of the Bosch range trade marks or belonging to the Bosch Group; if fulfilling and engineering an order, it must make sure that said components are used.
- 4.6 Unless foreseen otherwise in the agreement, drawings, descriptions, calculations and anything carried out by the Supplier or third parties said activity has been sub-contracted to will become RB-IT property when they are made without any sum being paid by the latter. Thus the parties hereby agree that the Supplier and any third parties will not only have no rights over said works which will thus become RB-IT property, but, furthermore, the latter will not have to pay anything for them to the Supplier; the fee for their creation is considered as already included in the amount agreed on for the Supplier and third parties when they were made. The original of all the above documents must be delivered to RB-IT as soon as they are made and completed. Documents made available by RB-IT must be kept carefully in a safe place. Said documents and others like models, drawings, drafts etc. created or procured to fulfil the order will remain RB-IT property and must be returned at latest when the order has been completed. RB-IT reserves all rights on documents made available, even when an invention patent has been granted or a use model been registered. Any right for the Supplier to keep them is hereby excluded.
- 4.7 Where informed of the service purpose, the Supplier will guarantee conformity of said service with the purpose declared. Any inspection or approval of service or parts of the service will not influence the Supplier in fulfilling services and guaranteeing them. Acceptance will follow approval of the complete service, not any use or payment of them.
- 4.8 RB-IT can use and exploit, at its discretion, free of any right or claim by third parties, all results from fulfilling the services, including inventions and use and exploitation rights in compliance with the Copyright Law, from the very moment they are conceived and created, with no fee due to the Supplier, as was amply foreseen in point 4.6 above.
- 4.9 Any inventions made by the Supplier re this assignment, whether patentable or not, will belong to RB-IT exclusively with no fee due to the Supplier. The latter will adopt suitable measures for said inventions to be transferred to RB-IT immediately, unless foreseen otherwise in the agreement.

5 Force majeure

- 5.1 In cases of force majeure, union controversies, interruptions to activity that are beyond RB-IT's control, riots, government measures and other inevitable events, RB-IT is freed of the obligation to accept goods and/or services, based on scheduled expiry dates, for the duration of said events. During said events, and for the 2 following weeks, RB-IT will have the right – with no prejudice to any other RB-IT right – to withdraw either fully or partially from the supply agreement if said events last a certain time and RB-IT needs are considerably reduced as, due to said events, goods must be manufactured elsewhere.

6 Notice of shipping and invoice

- 6.1 Details contained in our order, agreement, delivery and/or supply request are valid. The invoice must be sent to the address given in the purchase order/agreement and must not accompany the goods.

7 Price and passage of risk

- 7.1 The amount due for the supply of goods and/or services will be agreed on separately in each order or agreement. Prices agreed on cannot be modified, unless agreed on differently in writing, specified for each case. If payment has not been set as a fixed amount in an agreement, but is based on expenses sustained and proved, the Supplier undertakes to keep its request within the total offer or estimate amount approved. Supplementary costs will only be acknowledged by RB-IT if approved in advance and proved in writing.
- 7.2 The fee agreed on with the Supplier is all-inclusive. Said fee will mature and be paid when the goods and/or services are accepted, in compliance with payment terms agreed on.
- 7.3 Unless agreed on otherwise, prices are intended as "delivered duty-paid" (DDP - INCOTERMS 2000) and include packaging needed to guarantee product integrity. Value added tax (VAT) is excluded, unless specified otherwise. The Supplier takes on all loss or damage risks re the goods until they are received by RB-IT, or by its representative, in the delivery place agreed on.

8 Payment terms

- 8.1 Payment terms given in the purchase order/contract are valid. Payment is subordinate to the invoice being checked.

9 Supplier claims and guarantees

- 9.1 Acceptance of goods and/or services is subject and subordinate to inspection and/or control by RB-IT to check there are no flaws and defects, supply completeness and regularity.
- 9.2 Goods and services supplied by the Supplier and/or third parties are guaranteed for operating flaws and defects and are thus covered by a defect guarantee foreseen by art. 1490 of the civil code and by all the guarantees, none excluded, foreseen by Italian law related to supply, contract and service supply specifications. For this purpose, the parties agree that pursuant to the first item of art. 1495 of the civil code, the term by which RB-IT must report defects to the salesman is forty-five working days from when they are discovered, unless Italian law foresees different assessment; in any case, the Supplier hereby definitely renounces to raising objections re any delay by RB-IT in reporting defects.
- 9.3 If the Supplier should not repair said defects immediately after a request received from RB-IT to do so, if it is urgent and, in particular, to avoid imminent or prevent greater damage, RB-IT is authorised to carry out any correction of the defect directly or have it corrected by third parties, at the Supplier's expense.
- 9.4 If it supplies goods or services that it does not own fully, the Supplier must safeguard RB-IT fully against any claims made by third parties, as well as provide full warranty against eviction and reclaiming.

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- 9.5 The Supplier definitely hereby undertakes to keep RB-IT safeguarded and protected against any third party request or claim re the supply.
- 9.6 The parties also agree that in derogation to the third item of art. 1495 of the civil code, the expiry date for compensation requests re defects is 3 years, except for cases of wrong declaration for fraudulent purposes. With exclusion of the case where the product is used in a building observing customs and laws in force and causes or has caused its defectiveness. Said terms become effective from product delivery date. Where needed, the parties hereby agree that the provisions in art. 1497 of the civil code should apply to these purchasing conditions.
- 9.7 In principle, RB-IT has the right to choose the type of additional service. The Supplier can only refuse said additional service chosen by RB-IT if it should imply disproportionate costs.
- 9.8 If the Supplier should fulfil the additional service requirement supplying a replacement product, starting terms for the goods delivered in replacement will be newly calculated from delivery date, unless – during the additional service – the Supplier should explicitly, suitably specify reserves that said replacement delivery was only done out of good faith, to avoid controversy or in the interest of an ongoing supply relationship.
- 9.9 Costs for the supply of defective goods or services will be at the Supplier's expense, specifically transport, working, labour, material costs or those for inspection and control.
- 9.10 The parties agree that if RB-IT should contest the supply for any reason, it can suspend relative payment until it is regularised and the fact that contestation was founded has been ascertained legally through a final sentence; for this reason the Supplier cannot act to recover said credit and no interest of any kind, not even legal and what is foreseen by Legislative Decree 231/2002 can be applied to the sums not paid by RB-IT.
- 9.11 RB-IT can compensate the sums requested by the Supplier against damages with those owed for the supply and even if RB-IT's credit is not certain, available and collectable.
- 9.12 The fact that the supply has already been paid for does not in any way prejudice RB-IT's right to contest it and to repeat payment and claim compensation for all damage suffered, none excluded, from the Supplier.
- ### 10 Liability
- 10.1 If RB-IT should receive requests for compensation for goods delivered or services supplied by the Supplier, the Supplier shall safeguard RB-IT against said requests if and to the extent that said damage is due to a defect in the product supplied by the Supplier. If liability is due to default, it will – however – only be applied if the Supplier is defaulting. If the cause for damage should fall under Supplier liability, the latter will be liable for onus of proof.
- 10.2 If the cases indicated in paragraph 10.1 above should occur, the Supplier shall sustain all costs and expenses, thus including those for any legal action.
- 10.3 In all other cases, the law shall be applied.
- 10.4 Before recalling any products, due fully or partially to a defect in the product supplied by the Supplier, RB-IT will inform the Supplier, offering the latter the chance to collaborate and will discuss with the Supplier the most efficient withdrawal action to be carried out, unless the occurrence of specific urgencies does not allow it. Recalling costs will be the Supplier's liability if they are to be attributed to a defect in the product supplied by the Supplier itself.
- ### 11 Carrying out works
- 11.1 The people who carry out work or fulfil a contract in a RB-IT plant/branch must comply with relative labour regulations in force. RB-IT will have no liability for any accidents occurring to said people in RB-IT plants/branches.
- ### 12 Supply of materials
- 12.1 Materials, components, containers and special packaging supplied by RB-IT will remain its property. They can only be used for their foreseen use. Materials are worked and components assembled for RB-IT. It remains understood that, in relation to the value of RB-IT components compared to that of the whole product, RB-IT will be co-owner of goods made with its materials and parts; the Supplier undertakes to safeguard said products in RB-IT's interest.
- ### 13 Confidentiality and secrecy
- 13.1 The Supplier will keep all commercial and technical information made available by RB-IT confidential from third parties (including data obtained from items, documents or software and any other information or experience); and the results of works carried out for the agreement, except for anything already of public knowledge. Information will only be made available in the supplier's offices for the people needing it to complete the RB-IT supply agreement. Said people must undertake to maintain said confidentiality. Information is exclusively RB-IT property and cannot be duplicated or used commercially – except for deliveries to RB-IT – without prior written permission from RB-IT. At RB-IT's request, all information communicated by RB-IT (including any existing copies or recordings), and goods and instruments provided for use by RB-IT must be returned immediately or destroyed with proof. All rights on said information are reserved for RB-IT (including patent and intellectual rights). Said reserve also applies to information provided by third parties.
- 13.2 Goods made based on documentation like drawings, models and similar, set up by RB-IT or based on confidential information belonging to RB-IT, any goods made using our tools or tools modelled on them, can never be used by the Supplier outside the supply agreement with RB-IT, nor offered or transferred to third parties. The above is also applied to RB-IT orders.
- 13.3 Services provided to RB-IT by the Supplier, or parts of them, cannot be supplied to third parties in the same way for two years from the time they are carried out; unless the technology they are based on belongs to the general state of art and knowledge.
- 13.4 For what concerns technical and commercial information received from RB-IT to carry out the service, the confidentiality commitment will also continue after the agreement has been fulfilled and concluded until and to the extent that said information does not become of public knowledge for reasons that have nothing to do with the Supplier, or if RB-IT should renounce to said confidentiality commitment in writing.
- ### 14 Control of exports and Customs
- 14.1 The supplier has to inform RB-IT of any requirements re export licences (re-export) of Products based on Italian, European or US laws on export control and on customs regulations, and at the same time inform RB-IT of legislation on export control and customs regulations in force in the country the Products come from. Therefore, at least in offers, order confirmation and invoices, the supplier must provide the following Product information:
- export list number of any export lists referring to applicable lists;
 - ECCN (Export Control Classification Number) for US goods (including technology and software) based on US Export Administration Regulations (EAR);
 - country of origin of Products and relative components, including technology and software;
 - any product transport in USA territory, any product manufacturing or storage in the USA and any manufacturing with USA technology;
 - customs tariffs for products;
 - reference person in the company, available, on request, to provide further information.
- On request, the supplier will provide further information on foreign trade re the Products and components in writing and will inform RB-IT of any changes brought to said data promptly and, in any case, before the supply to RB-IT.
- ### 15 Social responsibility and safeguarding the environment
- 15.1 The Supplier must respect all laws on employee treatment, environmental protection and health and safety in the workplace and commit to cancelling or at least minimising negative effects of its activity on man and the environment. For this purpose, the Supplier will set up and develop continuously a quality system based on the ISO 14001 standard, in proportion to its possibilities. The Supplier will also observe the principles of UN initiatives, specifically those concerning safeguarding human rights at an international level, the right to collective negotiation, the abolition of forced and child labour, eliminating discrimination when hiring employees, environmental responsibility and prevention of corruption. For more information on the global UN initiative, see: www.unglobalcompact.org.
- ### 16 Place of service
- 16.1 The place of service is the place where the goods must be delivered to according to the agreement or where the service must be provided as specified in the order/agreement.
- ### 17 Various
- 17.1 If a condition in this agreement or subsequent integrating agreements should be ineffective this will not invalidate the other conditions. The parties will agree on a replacement clause reflecting the economic intention as much as possible.
- ### 18 Competent Court of Law
- 18.1 Milan Court of Law will be exclusively responsible in any controversy arising from these conditions or connected to them. Any other competitive or alternative Court of law is specifically excluded.
- ### 19 Law applicable
- 19.1 These purchasing conditions are governed exclusively by the laws of the Italian Republic. Application of The Hague Convention re the uniform law on international sales of goods, the UN convention on international goods sales agreements or any other conventions re law applicable to the sales of goods and/or services is specifically excluded.
- ### 20 Consent
- 20.1 The parties mutually agree that every single provision herein has been amply discussed specifically by them, as well as every single point and article.