



General Terms and Conditions of Delivery and Service

Robert Bosch AG (ELPRO is a part of Robert Bosch AG)

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1. General Provisions

- 1.1 The sale and delivery of goods, including any software contained therein or delivered together with the goods (hereinafter collectively referred to as "Deliveries") to our customers is performed exclusively on the basis of these General Terms and Conditions of Sale and Delivery (hereinafter "Delivery Conditions"). Terms and conditions contrary to or differing from our Delivery Conditions shall not apply, unless we have expressly approved their validity in writing. The following terms and conditions shall apply even if we furnish our services to the customer without reservations in the knowledge of terms and conditions contrary to or differing from our General Terms and Conditions.
- 1.2 These Delivery conditions shall apply to all future Deliveries and services to the customer until our new general terms and conditions come into force.
- 1.3 Changes to the Deliveries at the request of the customer (e.g. in design and process) are performed exclusively on the basis of a written agreement, in which the consequences of such a change are to be resolved, especially with respect to additional or reduced costs or delivery dates. Oral agreements before, during or after the conclusion of a contract shall require our written confirmation in order to become valid.
- 1.4 Our offers shall be non-binding as long as we do not expressly make a binding offer in writing. Especially our cost estimates shall be non-binding and subject to a charge, unless otherwise expressly agreed in writing.
- 1.5 If our Deliveries contain software (see Section 1.1), our license conditions shall take precedence; if our Deliveries contain open source software (hereinafter "OSS"), the respective OSS license conditions shall take precedence over all conflicting license and other conditions relating to the Deliveries. We provide these license conditions together with the Deliveries and, upon customer's request, make them available to the customer in advance.
- 1.6 Unless statutory law provides for stricter formal requirements, legally relevant declarations and notifications of the customer in relation to the contract (e.g. setting of deadlines, notification of defects) shall be made in writing (written or text form).
- 1.7 References to statutory provisions are for clarification purposes only. Even without such a clarification, the statutory provisions shall apply, unless they are amended or expressly excluded in these Delivery Conditions.
- 1.8 The customer may not return any goods to us, unless we have expressly authorised their return. This provision shall not apply if the customer is entitled to withdraw from the contract.

2. Prices, Terms of Payment, Invoicing

- 2.1 Unless otherwise agreed in writing, payment must be made in Swiss Francs (CHF) within 30 days from the date of the invoice without any deductions. However, we may also make our services dependent on gradual payment (e.g. through cash on delivery or direct bank debit) or an advance payment.
- 2.2 Prices should be calculated based on the list prices plus VAT applying at the time of delivery. Only in cases where the conditions for tax exemption of export deliveries are satisfied shall VAT not be calculated.
- 2.3 If no special agreement has been concluded, prices shall be FCA (Incoterms 2010) excluding packing.
- 2.4 We shall reserve the right to change our prices appropriately if costs fall or rise, especially due to changes in wage costs, e.g. as a result of collective bargaining agreements or material price changes, after the contract has been concluded.
- 2.5 A small quantity surcharge may be levied on orders with a goods value of less than CHF 300.00. For special assemblies with an item value of less than CHF 100, a small assembly surcharge of at least CHF 50 will be levied.
- 2.6 The customer's payment obligation shall only be fulfilled when the amount is credited to our post office giro account or our bank account (value date). Acceptance of bills of exchange or cheques as a means of payment shall be at our discretion. In the case of bills of exchange or cheques, the payment obligation shall be deemed to have been fulfilled when the amounts are credited to us after encashment.
- 2.7 When the payment period expires without being used, the customer shall be in default without a warning. If the customer fails to pay by

the due date, all our claims from our business relations with the customer shall become due for payment immediately. This right shall not be excluded through extension of the period for payment or acceptance of bills of exchange or cheques.

- 2.8 Late payment or other changes in the customer's circumstances, which endanger payment of our claims, shall entitle us
 - to withdraw from the contract at any time and stop our contractual services or demand their return by the customer;
 - to immediately enforce all existing claims against the customer, irrespective of their due date, or demand collateral for the claims;
 - to only furnish outstanding services in return for an advance payment, irrespective of the agreements concluded for these services;
 - to demand compensation from the customer.
- 2.9 The customer shall only be entitled to retain payments or offset counterclaims if his counterclaims are undisputed or are final and absolute.
- 2.10 Substitute deliveries shall be made and repaired goods shall be returned if they are not covered by the material warranty upon payment of a reasonable flat-rate shipping and packing charge in addition to the remuneration for our services.
- 2.11 The place of performance for all payments to be made by the customer shall be our head office.

3. Delivery, Delivery Periods, Default

- 3.1 Unless agreed otherwise, our Deliveries are performed "FCA shipping point of our supplying plant/warehouse" (Incoterms 2020), which is also the place of performance for our Deliveries and any subsequent performance.
- 3.2 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 periods and dates shall be subject to customer's fulfillment of all cooperation obligations, in particular the timely provision of all documents, permits, investigations, releases, provisions and customer's compliance with the agreed payment terms. If these prerequisites are not properly fulfilled in good time, delivery periods shall be extended and delivery dates postponed accordingly; this does not apply if we are solely responsible for the delay. Our other statutory claims shall remain unaffected.
- 3.3 If non-compliance with the delivery periods is due to force majeure and other events for which we are not responsible (especially unavailability of the service, e.g. due to war, epidemics, pandemics, terrorist attacks, import and export restrictions, industrial disputes, including those affecting suppliers) the agreed delivery periods shall be extended to an appropriate extent.
- 3.4 If we are responsible for the delay in delivery, the customer must state, at our request and within a reasonable period of time, whether he insists on the delivery being made or whether he wants to withdraw from the contract. The customer shall not be entitled to withdraw from the contract. In cases involving legally binding agreed delivery periods, clause 7 shall apply to any compensation claims in connection with the delay in delivery.
- 3.5 If goods are delivered on call, the customer shall be obliged to call them off within the agreed period. Unless otherwise agreed in writing, the call-off period shall be one year. After this period has expired, we may demand immediate call-off.
- 3.6 If, at the request of the customer, dispatch or delivery is delayed by more than one month after notification of readiness for dispatch, we shall be entitled to charge the customer a storage fee for every commenced month amounting to 0.5% of the value of the delivery items, but at most 5% of their value. The contracting parties shall be free to prove that higher, or as the case may be, lower storage costs were incurred. Any further claims due to acceptance default shall not be affected.

- 3.7 We are entitled to make partial deliveries and to issue corresponding invoices, provided that these are reasonable for the customer. Partial deliveries are reasonable if (i) the partial delivery can be used by the customer within the scope of the contractual 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).
- 3.8 The customer may not refuse to accept goods due to minor defects.

4. Complaints and Defect Claims

- 4.1 Visible defects must be reported by the customer immediately, but latest 15 days after receipt of goods, in the written way. Hidden defects must notify to us as soon as they have been discovered. The decisive factor is always the date of the received complaint.
- 4.2 At our request, the customer shall return allegedly defective Deliveries to us at his own expense. In the event the complaint is justified, we reimburse the costs of the most favorable manner of transport; this shall not apply if the costs increase because the Deliveries are located at a place other than the place of intended use. If a defect complaint was sent for a wrong reason, we shall be entitled to reimbursement of the costs by the customer.
- 4.3 Defect claims shall be excluded if the complaint is not made on time.

5. Material Defects and Legal Defects

- 5.1 All warranty claims by the customer in connection with material defects shall become statute-barred after 24 months (Article 210 (1) of the Swiss Code of Obligations). For products, which are determined for the commercial use (B2B) the defects liability period, is 12 months.
- 5.2 The limitation period for material defects shall commence when the goods are delivered (passing of risk).
- 5.3 In the case of material defects which were notified in time, we shall be obliged to either rectify the defect ("Remedy") or supply goods free of defects. In the case of software, we fulfill our obligation for Remedy, if we provide a software version, which no longer contains the defect. The installation of the software, which is provided within the scope of the subsequent performance, is the responsibility of the customer, insofar as the installation is technically possible for the customer. In the case of software, the rectification of defects may also be carried out by pointing out a possibility of circumventing the defect, 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. All further claims by the customer, for example cancellation (gradual rescinded transaction), reduction (price reduction) and compensation for damage to the goods and any subsequent damage shall be excluded.
- 5.4 No defect claims may be asserted in the event of a customary and/or minor deviation from the agreed condition of the goods or a minor impairment of the usability of the goods. Unless we have given an express written assurance, the properties of any supplied samples shall not be regarded as guaranteed if the supplied goods are suitable for their intended use.
- 5.5 Replaced goods and replaced parts shall become our property.
- 5.6 Claims for damages due to the following reasons shall be excluded:
- Natural wear and tear;
 - Defects which occur after the passing of risk due to incorrect handling, storage or assembly, non-compliance with installation and operating instructions or FEPA safety recommendations, or excessive loading or use;
 - Non-reproducible software defects
- 5.7 Liability for defects shall not include defects, which are attributable to design specifications of the customer or specifications of the customer relating to use of a certain material. Defect claims may also not be asserted if the goods are changed by a third party or through the installation of foreign parts, unless the defect has no causal connection with the change or use.

- 5.8 In the case of defective goods or parts thereof that were not manufactured by us, we may be released from our liability by assigning our own warranty claims against the supplier to the customer.
- 5.9 We shall not accept any liability for defect rectifications carried out by a specialist workshop, which we or a member of the BOSCH Group did not authorise.
- 5.10 The provisions of this clause 5 shall apply analogously to legal defects which are not based on the infringement of industrial property rights (cf. clause 6).

6. Industrial Property Rights

- 6.1 We shall not be liable for claims arising from the infringement of industrial property rights or copyright of third parties (hereinafter referred to as property rights) if the property right is or was owned by the customer or a company in which the customer directly or indirectly holds the majority of capital or voting rights.
- 6.2 We shall not be liable for claims arising from the infringement of property rights, unless at least one property right from the property rights family has been published either by the European Patent Office or in one of the following countries: Germany, France, United Kingdom, Austria or the USA.
- 6.3 The customer shall inform us immediately on 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).
- 6.4 We shall be entitled to either obtain a utilisation right for the product infringing a property right or to change the product in such a way that it no longer infringes a property right or replace it by a similar delivery which no longer infringes a property right. This provision shall also apply if the property right infringement has not yet been legally ascertained or has not been accepted by us.
- 6.5 Claims by the customer shall be excluded if he is responsible for infringing the property right or he does not provide us with adequate support in defending third-party claims.
- 6.6 Claims by the customer shall also be excluded if the products are manufactured according to the customer's specifications or instructions, or the (alleged) infringement of the property right stems from use in connection with another product (including software) not originating from us or released by us, or if the Deliveries are not used in accordance with the contract.
- 6.7 Any further claims or claims other than those covered in this clause 6 by the customer due to the infringement of property rights shall be excluded if legally permissible.

7. Compensation Claims

- 7.1 We shall only be liable for compensation due to the infringement of contractual and non-contractual obligations in the following cases:
- (i) Intent or gross negligence
 - (ii) Negligent or intentional physical injury
 - (iii) Default in spite of a legally binding agreed delivery period
 - (iv) If provision is made for compensation through special manufacturer guarantees
 - (v) Compelling legal liability (e.g. product liability obligation)
- 7.2 Compensation according to clause 7.1 shall be limited to direct damage; all liability for any kind of indirect and subsequent damage shall be excluded if legally permissible.
- 7.3 The limitations of liability under clauses 7.1 and 7.2 shall also apply in the event of fault on the part of a Bosch employee, agent or affiliate in the performance of Bosch's obligations and to the personal liability of Bosch's employees, agents or affiliates.

8. Reservation of Title

- 8.1 Until such time as all our existing claims against the customer have been completely fulfilled, we shall be entitled to arrange for reservation

- of title of the supplied goods to be entered in the Reservation of Title Register at the customer's domicile. The customer shall be obliged to cooperate in entering the goods in the Reservation of Title Register and must inform us immediately if he or the goods leave the domicile.
- 8.2 The customer shall be entitled to process or combine the goods which we own in the course of his normal business operations. In order to safeguard our reservation of title, we shall acquire joint ownership to the items produced through processing or combining. The customer shall hereby transfer this joint ownership to us. The customer shall be obliged to store the goods which we jointly own free of charge. The joint ownership share shall be based on articles 726 and 727 of the Swiss Civil Code (ZGB).
- 8.3 The customer shall be entitled to resell the goods in Switzerland in return for a cash payment or under reservation of title. In order to safeguard our reservation of title, the customer shall assign to us all claims, including incidental rights, accruing to him from the resale of the goods, irrespective of whether or not the goods were reprocessed. The customer shall be entitled to collect the assigned claim. We may revoke the customer's rights under this clause if he fails to duly comply with his contractual obligations towards us. These rights shall also expire without express revocation if the customer stops making his payments for longer than a temporary period of time.
- 8.4 At our request, the customer must inform us immediately in writing to whom he sold the goods in our ownership or joint ownership and what claims accrue to him from the resale. The customer must also issue us at his expense officially certified documents relating to the assignment of the claims.
- 8.5 The customer shall have no entitlement to other disposals of the goods which are under reservation of title or which we jointly own, or to disposals of the claims assigned to us. The customer must inform us immediately about any pledges or other legal impairments of the goods or claims belonging fully or partially to us. Unless they are paid by third parties, the customer shall bear all costs incurred in removing third-party access to goods which are under reservation of title or which we jointly own.
- 8.6 In the event of a delay in payment or any other culpable infringement of material contractual obligations by the customer, we shall be entitled to demand the return of the goods which are under reservation of title or which we jointly own. If we make use of this right, withdrawal from the contract shall only then occur if we expressly declare this.
- 8.7 An application to open insolvency proceedings shall entitle us to withdraw from the contract and demand the immediate return of the goods.
- 8.8 If the total value of our existing collateral exceeds our claims by more than 10%, we shall release - at the request of the customer - an amount of this collateral of our own choosing.
9. **Export Control and Customs**
- 9.1 Each party is entitled to refuse to perform its obligations under this Delivery Conditions 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 "Foreign Trade Law"). In such cases, either party is entitled to terminate this contract to the extent necessary.
- 9.2 In case of delay in the performance of obligations under this Delivery Terms caused by licensing, authorization or similar requirements or caused by other Foreign Trade Law procedures (hereinafter "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 an Authorization be denied or not granted within 12 months after filing the application, we are entitled to terminate this contract to the extent the performance of the obligation requires this Authorization.

- 9.3 Each party shall notify the other party without undue delay after becoming aware of a Foreign Trade Law, which may lead to the restrictions, prohibitions or delays, as referred in clause 9.1 or 9.2.
- 9.4 Upon our request, the customer shall provide any information and documents 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. We may, in our sole discretion, refuse to perform our obligations under this Delivery Conditions or terminate the contract, if the customer does not provide Bosch with such information or documents within a reasonable time period.
- 9.5 In the event that the customer provides to any third party (specifically including any affiliate of the customer) any Deliveries, the customer shall comply with applicable Foreign Trade Law. We are entitled to refuse to perform our obligations under this Delivery Conditions and to terminate the contract for cause, if the customer breaches this obligation.
- 9.6 To the extent permitted by applicable law, we shall have no liability for any claims of the customer for damages related to or arising from our refusal to perform obligations under this Delivery Conditions or termination of the contract in accordance with clauses 9.1, 9.2, 9.4 and 9.5.
- 9.7 For delivery of goods across customs borders to us, the customer is obliged 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 obliged 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.

10. Confidentiality

- 10.1 "Confidential Information" shall mean all trade secrets and business or technical information (including features, which can be inferred from any objects, documents or software handed over, as well as other knowledge or experience) made accessible by us, irrespective of whether it is marked as confidential or not.
- 10.2 Confidential Information shall be kept secret from third parties as long as and to the extent, it is not proven to be public knowledge or has not been designated by us for disclosure by the customer. It may only be made available in the customer's own business to those persons who necessarily have to be involved in their use and who are also obliged to maintain confidentiality; the information shall remain our exclusive property. Confidential Information may not be duplicated or used commercially without our written consent; the customer is also not entitled to reverse engineer the Deliveries without our explicit consent.
- 10.3 The customer shall inform us immediately, if he becomes aware that Confidential Information has been disclosed in violation of these Delivery Conditions. In this case, the customer must use his best efforts to ensure that this disclosed Confidential Information is not passed on/used by the unauthorized receiver and is deleted. At our request, all Confidential Information (including any copies or records made, if applicable) and loaned items must be returned to us immediately and completely, destroyed or deleted. We reserve all rights to the Confidential Information (including copyrights and the right to apply for industrial property rights, such as patents, utility models, and semiconductor protection). Insofar as Confidential Information has been made available to us by third parties, this reservation of rights also applies in favor of these third parties.

11. Data Protection

- 11.1 If personal data is processed, we observe the legal regulations for data protection. In this case, the details of the data collected and their respective processing are set out in a data protection declaration

provided by us or in a separate agreement on data processing. Further information on the data collected and their respective processing is explained in our data protection information (see www.bosch.ch/datenschutzhinweise/).

12. **Compliance**

- 12.1 The customer is committed to the principle of strict legal compliance in all activities, measures, contracts and other procedures. The customer shall comply with our current Code of Conduct for Business Partners, which shall be handed over to him upon request.

13. **Other Information, Place of Jurisdiction, Applicable Law**

- 13.1 If one of the clauses of these Delivery Conditions and the other concluded agreements is or becomes invalid, the validity of the other clauses shall not be affected. The contracting parties shall be obliged to replace the invalid clause by a clause which comes as close as possible to the invalid clause in economic terms.
- 13.2 **Subject to different compelling legal regulations, the courts at our head office (Zuchwil, Switzerland) shall be exclusively responsible for any kind of legal claims against us. Legal actions by us against the customer shall be taken either at our head office (Zuchwil, Switzerland) or at the head office or domicile of the customer or another competent authority under legal regulations.**
- 13.3 All legal relationships between us and the customer shall be subject solely to Swiss law to the exclusion of conflict of law provisions and the United Nations Convention on the International Sale of Goods (CISG).

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 **SWISS QUALITY**