

**GENERAL TERMS & CONDITIONS OF DELIVERY  
BOSCH REXROTH**

**General Terms and Conditions of Delivery (the “Contract”)**

For use in legal transactions with either a sole proprietor, corporation, partnership, or other business entity (referred to herein as the “Customer”).

This Contract is entered into between the Customer (“you”, or “your”) and Bosch Rexroth (“we”, “us”, or “our”).

**1 General Provisions**

1.1 Only this Contract shall govern our deliveries. Terms and conditions opposing or deviating from our Contract, or which are implied by trade, custom, practice or course of dealing, shall not apply unless we have expressly approved the application thereof. Separate service conditions shall apply to assembly and repair work. Separate software terms and conditions for the licensing of software shall apply additionally in respect of software supplied by us, even if the software is part of a product supplied by us.

1.2 Oral agreements before or at the time when the Contract was concluded shall require written confirmation by us to be effective.

1.3 Any quotation provided by us is not an offer and may be withdrawn or modified.

1.4 Except as provided in this Contract, all other correspondence and/or documents with us or any terms and conditions which the Customer may purport to apply under the purchase order, confirmation order or any other documents are specifically excluded.

1.5 For the design of components or systems, full technical specifications must be submitted by Customer.

1.6 Measurements, packaging measurement, weights, illustrations, simulation results and drawings are only binding for the construction of the products if this has been expressly confirmed in writing.

1.7 The minimum order value required for each order or product will be stated at the quotation.

1.8 Unless otherwise stated in the quotation, the prices do not include tooling or any other equipment necessary to install, commission or manufacture the products. All these remain the property of Bosch Rexroth.

1.9 We reserve the right to reject any order Customer may place with us, without providing reasons.

1.10 These terms and conditions, as amended from time to time, shall also govern all future deliveries to the Customer.

**2 Prices**

2.1 Invoices shall be calculated on the basis of the list prices in effect on the date of delivery plus value-added tax. Value-added tax will not be charged only in those cases where the conditions have been met for export shipments to be exempted from such tax.

2.2 In the absence of any special agreement, prices shall be deemed to be at the prevailing Incoterms® terms as set out in the appended Schedule.

2.3 We reserve the right to adjust our prices appropriately if commissioning or tests are requested by Customer (other than those normally required) or in the event of cost reductions or increases incurred after the Contract has been entered into, in particular (but not limited to) in case of wage cost changes, for instance due to collective bargaining agreements, changes in the price of materials, changes in exchange rate, any future duty or other charges that we may be required to collect or pay on imported goods or materials or to meet any specific legislations (including regulations and by-laws) . Upon request we shall evidence such changes to the Customer.

2.4 Spare parts and products which have been repaired shall be shipped against a reasonable flat rate charge for shipping and packaging plus the charge for the service rendered by us, except where this is covered by liability for defects.

**3 Delivery, Delivery Dates, Default**

3.1 The precondition for the commencement of and compliance with delivery dates agreed upon is that the collaboration duties have been performed by the Customer, in particular the timely delivery of the entire materials, documentation, approvals, examinations and clearances with the required delivery date to be provided by the Customer and the compliance with payment terms agreed upon, especially effecting agreed down-payments or opening of a letter of credit. If these preconditions are not duly met in good time, the delivery dates shall be reasonably extended; this shall not apply if the supplier is solely responsible for the delay.

3.2 If non-compliance with the delivery date is due to force majeure or to other disturbances beyond our control e.g. war, terrorist attacks, import or export restrictions, epidemics, floods, including such disturbances affecting subcontractors, the delivery dates agreed upon shall be extended by the period

of time of the disturbance. This also applies to industrial action affecting either us or our suppliers.

3.3 If we are in default with our delivery, the Customer shall declare upon our request and within a reasonable period of time whether it insists upon performance of delivery or asserts its other statutory rights.

3.4 Clause 9 applies to claims to damages by the Customer on account of delayed delivery.

3.5 If a Customer is in default of acceptance, we have the right to charge the Customer for additional expenditure incurred such as storage and/or 0.5% to 1% of the price of the products for delivery for each month starting one month after notification that the products are ready for delivery but not exceeding, on aggregate, 5% of the price of the products for delivery. The Customer shall immediately notify us if the Customer anticipates a delay in accepting the delivery of products at the agreed delivery time, and, if possible, provide a new timeframe for delivery which shall not exceed three months from the agreed delivery time. If a Customer continues to default in acceptance of products after the extended timeframe for delivery, we shall be entitled to adjust the price or terminate this Contract.

We also have the right to charge the Customer for expenditure incurred in the following circumstances: (i) if it is a Customer's responsibility but Customer fails to have the system or products installed and/or all auxiliary services operative prior to delivery, (ii) if a Customer fails to perform its collaborative duties, or (iii) if there is an interruption or alteration of work through Customer's instructions (or lack thereof).

3.6 The Customer's inability to accept delivery of products at the time of delivery shall not absolve the Customer from paying the additional charges. This is without prejudice to our rights to claim for further damages.

3.7 The Customer acknowledges and agrees that we may perform part shipments and issue corresponding invoices, unless Customer demonstrates that this will constitute an unreasonable hardship for the Customer.

#### **4 Transfer of Risk**

4.1 The risk in the products shall pass to the Customer at the time that products are placed at the disposal of the Customer or its agent or carrier except as expressly otherwise agreed.

4.2 At the Customer's request and cost, we will insure shipments against customary transport risks.

#### **5 Complaints and Notification of Defects**

5.1 The Customer must notify us in writing immediately, no later than 15 days after receipt of the goods, of any obvious defects. Adhesive labels on the boxes, labels showing the contents and the control slips enclosed with the shipment shall be submitted to us together with the notification of the defect. Any other defects must be notified by the Customer in writing immediately after discovery thereof.

5.2 The date of receipt by us of notification of a defect shall determine whether or not notification is in good time.

5.3 If the notification of a defect is unjustified we shall be entitled to demand compensation from the Customer for any expenses we have incurred unless the Customer can prove that it is not at fault regarding the unjustified notification of a defect.

5.4 The Customer acknowledges and agrees that it shall not be entitled to make any claims on account of defects, if the notification of the defect is not received by us in good time.

#### **6 Taking Delivery**

6.1 The Customer may not refuse to take delivery on account of minor defects or if the product is within accepted tolerance standards.

#### **7 Defects/Defects of Title**

7.1 Claims on account of defects shall become time-barred after a period of 12 months. The foregoing provision shall not apply insofar as longer time bar periods are prescribed by statute in the country where the goods are received.

7.2 The time bar period for defects commences as follows:

- (i) in case of products for vehicle and engine equipment on the date on which the product is put into use, i.e. in case of original equipment on the date of first registration of the vehicle and in other cases upon installation, but no later than 6 months after delivery of the product (date of transfer of risk);
- (ii) in all other cases upon delivery of the product (date of transfer of risk).

7.3 If a defect arises during the time bar period the cause of which already existed on the date of transfer of risk, we may effect specific performance at our sole and absolute discretion either by remedying the defect or delivering a defect-free product. The defective product has to be sent for repair either to us or to the nearest customer service unit for the respective product determined by us.

7.4 The time bar period shall be interrupted for the period of time necessary for remedying the defective product or to deliver a new product. The time bar period does not start to run anew as a result of the completion of the remedy of the defect.

7.5 Claims by the Customer on account of expenditure required for the purpose of specific performance, in particular costs of transport, transportation, labour and materials, shall be governed by statutory provisions. They shall, however, be excluded insofar as such expenditure is increased due to the fact that the product delivered was subsequently taken to a place other than the original place of contractual performance unless such removal is in accordance with the designated use of the product.

7.6 Customer acknowledges and agrees that it shall not be entitled to make any claim for specific performance in the case of minor deviations from the quality agreed upon or in case of only minor impairment to the use of the product. Further rights shall remain unaffected hereby.

7.7 The following are not deemed to be defects:

- (i) ordinary wear and tear;
- (ii) characteristics of the product and damage caused after the date of transfer of risk due to improper handling, storage or erection, non-compliance with installation or handling regulations or to excessive strain or use, improper operational means, commissioning or maintenance;
- (iii) characteristics of the product or damage caused by force majeure, special external circumstances not foreseen under the terms of the Contract or due to the use of the product beyond normal use or the use provided for under the terms of the Contract;
- (iv) non-reproducible software errors.

Claims on account of defects do not exist if the product is modified by third parties or due to the installation of parts manufactured by third parties unless the defect has no causal connection with the modification.

We assume no liability for the quality of the product based on the design or choice of material insofar as the Customer stipulated the design or material.

7.8 Claims to recourse against us by the Customer shall only exist insofar as the Customer has not reached any agreements with its own customer in relation to the goods which provide remedies exceeding those provided under applicable law on account of defects.

7.9 The Customer shall give us or any third party engaged by us to perform our warranty obligation, where applicable, sufficient time and the possibility to

carry out the warranty work. The Customer may only carry out such work itself if we have given our prior consent. We shall bear the costs necessary for this work to an extent which must be in a reasonable proportion to the value of the product in a defect free condition, the significance of the defect and/or the possibility of obtaining a defect-free product by an alternative method; any costs in excess of this shall be borne by the Customer.

7.10 Our warranty obligations are only applicable to our normal working hours only. At Customer's request and costs, we may perform our warranty obligations outside normal working hours or outside the agreed country of delivery. Such costs shall include (but is not limited to) our labour rates, travelling time, waiting time, travel and accommodation, freight, duties, and taxes.

7.11 Clauses 7.3, 7.5, 7.6 shall not apply insofar as our product was proved to be sold by the Customer or customer of the Customer to a consumer without being processed or installed into another product.

7.12 Our obligation to pay damages shall be governed by clause 9 in all other respects. Any other claims, or claims by the Customer on account of defects other than those covered by this clause 7, are excluded.

7.13 The provisions of this clause 7 shall apply *mutatis mutandis* to defects of title which are not constituted by the infringement of third party Intellectual Property Rights, as defined in clause 8 below.

## **8 Intellectual Property Rights and Copyright**

8.1 We shall not be liable for claims arising from an infringement of third party Intellectual Property Rights if the Intellectual Property Right is or was owned by the Customer or by an enterprise in which the Customer holds, directly or indirectly, a majority of the shares or voting rights. For the purposes of this Contract, "**Intellectual Property Rights**" shall mean all current and future copyright, patents, trademarks, inventions or trade secrets, know-how, rights in designs, rights in databases, trade and business names, domain names, marks and devices (whether or not registered), software, and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any country of the world.

8.2 We shall not be liable for claims arising from an infringement of a third party's Intellectual Property Rights, unless the Intellectual Property Right in question (in respect of patents or designs only) has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.

8.3 The Customer must notify us immediately of any alleged infringements of Intellectual Property Rights and of risks of infringement in this respect which become known and, at our request – insofar as possible – allow us to conduct the defence or litigation (including non-judicial proceedings), as the case may be. In conducting the defence or litigation in respect of any alleged infringements of Intellectual Property Rights, the Customer must provide Bosch Rexroth with the necessary assistance if it is required by Bosch Rexroth.

8.4 We are entitled, at our sole and absolute discretion, (i) to obtain a right of use for a product infringing an Intellectual Property Right, (ii) to modify it so that it no longer infringes the Intellectual Property Right, (iii) to replace it by an equivalent substitute product which no longer infringes the Intellectual Property Right, or (iv) to immediately terminate this Contract in whole or in part. We reserve the right to carry out the action at our disposal under the terms of the first sentence of this clause 8.4 even if the infringement of the Intellectual Property Right has not been ruled on by a court of law with *res judicata* effect or if the alleged infringement is not recognised by us. If it is not possible to carry out (i) to (iii) within reasonable conditions and/or period of time – insofar as the Customer allow us to carry out a modification – the Customer shall be entitled to statutory rights of termination if such remedy is available to Customer.

8.5 We shall not be liable for Intellectual Property Right infringement claims insofar as:

- (i) the Customer is responsible for the infringement of the Intellectual Property Right or if the Customer has not supported us to a reasonable extent in the defence against claims by third parties; or
- (ii) the products were manufactured in accordance with the specifications or instructions of the Customer or if the alleged infringement of the Intellectual Property Right ensues from the use in conjunction with another product not stemming from us or if the products are used in a manner which we were unable to foresee.

8.6 Our obligation to pay damages in case of infringements of Intellectual Property Rights is governed by clause 9 in all other respects.

8.7 Clauses 7.1 and 7.2 apply *mutatis mutandis* to the time bar for claims based on infringements of Intellectual Property Rights.

8.8 We shall not be liable for Intellectual Property Right infringement claims exceeding the scope of this clause 8 or claims other than those claims of the Customer governed by this clause 8 on account of an infringement of third party Intellectual Property Rights.

## 9 Claims to Damages

9.1 Subject to clauses 9.2 and 9.3, Bosch Rexroth shall be liable only for direct damages incurred or suffered by the Customer resulting from Bosch Rexroth's gross negligence and wilful misconduct.

9.2 Bosch Rexroth, including our employees, representatives, agents, or persons engaged by us, shall not be liable to the Customer for any indirect, incidental, punitive, exemplary, special or consequential damages whether in contract or tort or any cause of action, including but not limited to, the loss of income, data, revenue, or profits, cost of capital, loss of business reputation or opportunity or anticipated savings, business interruption or shutdown, loss of production, delay costs, financing and holding costs, whether such liability arises directly or indirectly out of the Contract, from the provision of the products or the performance or non-performance of our obligations hereunder, even if Bosch Rexroth has been advised of (or is otherwise aware of) the possibility of such damages and/or losses in advance.

9.3 Bosch Rexroth's total liability to the Customer for any claim arising out of any products provided shall to the extent permitted by law, be limited to the aggregate amount of fees paid to Bosch Rexroth at the time the claim is made (excluding any expenses paid to us on a reimbursement basis), for the applicable products to which the claim relates to.

9.4 For the avoidance of doubt, nothing in this Agreement excludes or limits the liability of either Customer or Bosch Rexroth in respect of:

- (i) death or personal injury caused by its negligence;
- (ii) fraud or fraudulent misrepresentation; and
- (iii) liability which may not otherwise be limited or excluded under any applicable law.

9.5 Except as provided in this Contract, all other warranties, including any implied warranties, including but not limited to the implied warranties of merchantability, quality and fitness for a particular purpose, are expressly disclaimed.

## 10 Retention of Title

10.1 We retain title to the products delivered until the full purchase price and any other sums due under this Contract have been paid.

10.2 If the retention of title is not effective under the laws of the country in which the product is located, a respective security shall be deemed agreed upon which is as far as possible equivalent to the retention of title. If the co-operation of the Customer is required for the enforcement of such rights and/or for the retention of title, the Customer shall take all measures necessary for the enforcement and



preservation of such rights and for the retention of title.

10.3 Insofar as it is enforceable under the laws of the country in which territory the products are located to agree upon additional rights for Bosch Rexroth in relation to our retention of title, such as the assignment in advance of claims of the Customer arising from the sale of the products delivered by us, the Customer shall, upon our request, agree upon such additional rights for us.

## **11 Cancellation & Termination**

11.1 For specifically commissioned product(s), where the product has been commissioned by us or the plant or any third party, whether partially or wholly, the Customer shall be liable and under an obligation to accept the completed product.

In the event of the Customer's acting in breach of this Contract, in particular in case of default of payment, we have the right, notwithstanding our other contractual and statutory rights, to terminate the Contract after expiry of a reasonable extended deadline.

11.2 We have the right to terminate the Contract with immediate effect if

- (i) the Customer defaults in acceptance of products after an extended timeframe for delivery;
- (ii) the Customer suspends its payments;
- (iii) the Customer becomes voluntarily or involuntarily the subject of proceedings under any bankruptcy or insolvency law, or other law or procedure for the relief of financially distressed debtors;
- (iv) the Customer's asset position should deteriorate materially or threaten to deteriorate and, as a result, the performance of a payment obligation to us is jeopardized;
- (i) the Customer commences a voluntary winding up or goes into liquidation;
- (vi) the Customer is placed under receivership or judicial management in the country of Customer's registered office or elsewhere; or
- (vii) the Customer is insolvent or overindebted.

11.3 On termination of the Contract, if the products are already delivered to Customer, the Customer shall immediately grant us or our agents access to the products to which we have retained title and surrender them. After giving you reasonable notice of our intention to re-sell the products, we may market the products to which we have retained title in order to satisfy our due claims against the Customer.

11.4 Bosch Rexroth and the Customer's termination rights pursuant to any other agreement in effect between both parties, and statutory rights and claims, shall not be restricted by the provisions contained in this clause 11.

11.5 Without prejudice to our rights, we may accept Customer's request for termination subject to additional terms and conditions, including but not limited to charging expenditure for transport, transportation, labour and materials.

11.6 Notwithstanding anything herein, we shall be entitled to suspend or terminate this Contract at any time and for any reason whatsoever by providing reasonable written notice to the Company, whereupon this Contract shall be suspended or terminated on the date specified in such notice.

## **12 Export Control Clause**

12.1 Deliveries and services (contractual performance) shall be subject to the proviso that there are no obstacles to performance due to national or international export control regulations, in particular embargos or other sanctions. The Customer undertakes to provide all information and documentation which is required for export and shipment. Delays due to export examinations or approval procedures shall render deadlines and delivery dates inapplicable. If necessary approvals are not granted or if the delivery and service are not capable of being approved, the Contract shall be considered not concluded with respect to the parts affected.

12.2 We have the right to terminate the Contract without notice if such termination is necessary for us in order to comply with national or international legal provisions.

12.3 In the event of termination pursuant to clause 12.2, the Customer is excluded from raising a claim for any damage or other rights on account of the termination.

12.4 When passing on the products delivered by us (hardware and/or software and/or technology and the respective documents, irrespective of the manner in which they are made available) and work and services performed by us (including technical support of all kinds) to third parties in any countries, the Customer must comply with the respectively applicable provisions of national and international (re-) export control law.

## **13 Confidentiality**

13.1 All of the business and technical information provided to the Customer by us (including characteristics which can be deduced from goods or software delivered and other knowledge or experience) shall be kept confidential by the Customer with respect to third parties if and as long as such information is not proven to be public knowledge or disclosed with our prior written consent, and it may only be made available to those persons employed or engaged by the Customer who necessarily have to be included in the use

thereof and who are subject to the same confidentiality obligations as under this clause; the information shall remain our exclusive property.

Without our prior written consent such information may not be duplicated or commercially used. At our request all information stemming from us (including, if applicable, any copies or duplicates prepared) and goods made available on loan must be returned to us immediately in full or destroyed, such destruction to be certified in writing by the Customer.

13.2 We reserve all rights to the information mentioned in clause 13.1 above (including copyright and the right to file applications for Intellectual Property Rights such as patents, semiconductor protection etc.).

#### **14 Payment Terms**

14.1 Except as otherwise agreed in writing, payment shall be effected by Customer within 30 days of the invoice date without any deductions whatsoever. We may also, however, make delivery conditional upon contemporaneous payment (for instance cash on delivery or upon sales at our counter or bank direct debiting service) or on pre-payment.

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

14.3 In case of delayed payment we are entitled to charge default interest at [8] percentage points above the base interest rate. The right to assert a claim on account of further damages is not excluded.

14.4 Payment by bill of exchange is only admissible following prior agreement with us. Payment by bill of exchange or cheque shall not be deemed to constitute payment until honoured. The costs of redeeming a bill of exchange or cheque shall be borne by the Customer.

14.5 If the Customer is in arrears in payment we shall be entitled to demand immediate cash payment of all claims arising from the business relationship which are due and which are not subject to dispute. Furthermore we are also entitled to perform outstanding deliveries only against payment in advance or against provision of a security. This right shall not be barred by a deferral of payment or by the acceptance of bills of exchange or cheques.

14.6 The Customer shall only have the right to offset counterclaims insofar as the Customer's counterclaims are undisputed by us or ruled with *res judicata* effect by a court of law.

14.7 The Customer shall only be entitled to withhold payments to the extent that its counterclaims are undisputed by us or ruled with *res judicata* effect by a court of law.

#### **15 Miscellaneous**

15.1 If any provision of this Contract is held to be invalid or unenforceable by any judgment of a tribunal of competent jurisdiction, the remainder of this Contract shall not be affected by such judgment and the terms and conditions of this Contract shall be carried out as close as possible according to the original terms and the intent reflected in this Contract.

15.2 Other miscellaneous Clauses including those relating to governing law and jurisdiction are in the appended Schedule.

#### **16 Compliance**

16.1 The Customer confirms that it acknowledges and agrees to the content of the Bosch Rexroth "Code of Conduct for Business Partners" ("CoC") and that the CoC forms part of the terms of the Contract. A copy of the CoC is available at [www.bosch.com/company/sustainability/responsibility/](http://www.bosch.com/company/sustainability/responsibility/). The Customer shall at all times comply, and shall procure its employees, agents, representatives, and all third parties engaged by the Customer (where applicable) to comply, with the contents of the CoC.

16.2 The Customer shall ensure that its management, employees, agents, representatives, and all third parties engaged by the Company undergo adequate anti-corruption training. The Customer will be responsible for the costs of any such training.

16.3 If the Customer observes or suspects any misconduct or violation of the CoC by Bosch Rexroth's employees or representatives, the Customer shall report such misconduct or violation to Bosch Rexroth via Bosch's Compliance whistleblower hotline at <https://www.bkms-system.net/bosch-compliance>. Bosch's Compliance whistleblower hotline can also be accessed at [www.bosch.com/company/sustainability/responsibility/](http://www.bosch.com/company/sustainability/responsibility/).

16.4 Notwithstanding any termination rights stated in the CoC, we are entitled to terminate the Contract without prior notice and without liability in the event of an actual or suspected compliance related breach.

## **Schedule – Bosch Rexroth Malaysia (DCMY)**

The General Terms and Conditions of Delivery are amended as follows:

### **Amended clause 2.2**

In the absence of any special agreement, prices shall be deemed to be FCA Bosch Rexroth Sdn Bhd (Incoterms®) excluding packaging, any other duties and/or disbursement costs.

### **Amended clause 14.3**

In case of delayed payment we are entitled to charge default interest at the rate of 1.5% per month calculated on daily rests chargeable immediately after the due date until full settlement of all outstanding sums and interest payable. The right to assert a claim on account of further damage is not excluded.

### **Amended clause 15.2**

The courts of Malaysia (with regard to local court matters the High Court of Malaya in Kuala Lumpur, Malaysia) or, at our discretion, if the Customer:

- has no general domestic place of jurisdiction or
- has moved its domicile or normal place of abode abroad after entering into the contract or if its domicile or normal place of abode is unknown,

the courts with jurisdiction at the registered office of the operating facility carrying out the order, shall have jurisdiction and venue.

We are also entitled to take legal action at the court having jurisdiction at the registered office or a branch office of the Customer.

### **New clause 15.3**

All legal relationships between us and the Customer shall be exclusively bound by and construed in accordance with the laws of Malaysia excluding the rules on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **New clause 16.5**

A copy of the CoC is enclosed herewith, at Annex A.



# Code of Conduct for Business Partners

## Bosch Group



### Preamble

From its beginnings in 1886 as a Workshop for Precision Mechanics and Electrical Engineering, Bosch has grown to become a leading global supplier of technology and services. Throughout its history, the company has been guided by the values and ethical principles of its founder, Robert Bosch. Adherence to the principle of legality, and acting responsibly and fairly in our business dealings, have always been the cornerstone of our corporate values.

Our products spark enthusiasm in the people who use them and improve their quality of life while at the same time helping to conserve natural resources. This is why we place such importance on sustainability as a key element in our mission statement and our corporate strategy.

Our business partners play a significant role in achieving these goals. We thus regard a common understanding of ethical values and sustainable practices as the essential basis of such relationships. The rules and requirements stated in this Code of Conduct form an important part of every collaboration agreement between Bosch and its business partners.

### Principle of strict legality

Bosch strictly respects the principle of legality in all activities of the Group, both implicitly through its actions and explicitly in contractual agreements. These include payment of applicable taxes and customs duties, compliance with competition and anti-trust laws, a strict prohibition of corruption and money laundering, application of state-of-the-art technology, procurement of the required official licenses, compliance with export control laws, and respect for the legal rights of third parties. This is coupled with our philosophy of developing and manufacturing products and delivering services that are "Invented for life."

Consequently, we expect our business partners to act in accordance with the prevailing laws and regulations, to comply with the principles of the United Nations

Global Compact and to abide by the rules of the present Code of Conduct as part of their collaboration with Bosch. We furthermore expect them to take steps to ensure that third parties engaged for the purpose of fulfilling contractual obligations towards Bosch also comply with this Code of Conduct.

### Fair treatment of employees

Our business partners must observe the fundamental rights of their employees based on the applicable national labor laws. The following rules are aligned with the International Labor Organization's (ILO), Declaration on Fundamental Principles and Rights at Work.

#### Human rights

Our business partners respect internationally recognized human rights and actively protect such rights.

#### Child labor

Our business partners only employ persons who have reached the minimum legal age for work according to the legislation applicable in the country of employment. Moreover, they respect and uphold children's rights.

#### Forced labor

Our business partners reject all forms of forced labor and respect the principle of freely chosen employment.

#### Freedom of association

Our business partners respect freedom of association and the right to form interest groups. They grant their employees the right to articulate their interests within the framework of the labor laws in force in their country.

#### Equal opportunities

Our business partners do not tolerate discrimination of any kind, may it be based on skin color, ethnic origin, gender, age, nationality, social background, disability, sexual orientation, religious belief, or human ideology.



#### Fair working conditions

Our business partners pay wages and social benefits equal to or higher than the rates prescribed by national or regional authorities, legal standards, or other labor agreements. The applicable regulations governing working hours and vacation entitlements are observed.

#### Occupational health and safety

At the minimum, our business partners comply with national standards of workplace safety and hygiene and take appropriate measures to ensure that the relevant occupational health and safety requirements are met, in order to ensure healthy working conditions.

### Environmental protection

Our business partners take measures to avoid risks to human life and the environment, limit the environmental impact of their operations, and manage resources responsibly. All processes, operating sites and production resources employed by our business partners must meet the applicable legal requirements and standards concerning fire safety and environmental protection.

### Business relations

#### Avoiding conflicts of interest

Decisions made by our business partners must be based on factual considerations, rather than being improperly influenced by personal interests. If any business partner becomes aware of a potential conflict of interest, this fact must be communicated to Bosch immediately.

#### Free competition

Our business partners observe the rules of fair competition, complying with all applicable statutory regulations. Moreover, they refrain from forming cartels or engaging in concerted practices deliberately or

incidentally designed to bypass, restrict or distort competition as defined by antitrust laws, or abuse a dominant market position.

#### Corruption

Our business partners agree to abide by the applicable anti-corruption laws. In particular, they ensure that their employees, subcontractors or representatives do not offer, promise or grant advantages to associates of the Bosch Group with the aim of obtaining a contract or other preferential treatment in the course of business. The same rules apply to agreements with third parties, concluded in connection with a contract with Bosch.

#### Trade secrets

Our business partners must ensure that confidential company information is kept secret and intellectual property rights are respected. This condition applies beyond the termination of the business relationship. Our business partners furthermore agree to comply with all applicable data protection laws, and limit their use of third-party software (including open-source software and firmware) only within the scope allowed by law and in compliance with the respective license conditions.

#### Money laundering

Our business partners are required to comply with the legal regulations concerning the prevention of money laundering.

#### Funding of armed groups

We expect our business partners to desist from all activities that might directly or indirectly contribute to the funding of armed groups. This includes the observance of international treaties and national laws concerning trade in conflict minerals and other natural resources.

### Compliance with the Code of Conduct

We expect our business partners to communicate the content of this Code of Conduct to all third parties they engage to fulfil their contractual obligations toward Bosch, to observe its principles when selecting subcontractors, and ensure they comply with its requirements.

Bosch reserves the right to take reasonable steps to verify compliance with the Code of Conduct on the part of its business partners. Bosch will contact the business partner beforehand to agree on the scope, time and place of such controls.

Any breach of this Code of Conduct constitutes a deterioration of the relationship between Bosch and the business partner. Notwithstanding other rights, Bosch reserves the right in such cases to demand clarification of the facts and initiation of countermeasures by the business partner. In the event that the business partner should fail to provide evidence that appropriate corrective action has been initiated within a reasonable timeframe, or if the breach of the Code of Conduct is so severe that Bosch cannot be reasonably expected to continue the business relationship, and notwithstanding other rights, Bosch reserves the right to terminate the relationship without prior notice and rescind any associated contracts or agreements.

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