

# Terms and Conditions of Purchase

ELPRO is part of the Bosch Group and is subject to Bosch's subsequent general terms and conditions of purchase:

These Terms and Conditions of Purchase (the "Terms") shall apply to business transactions with companies, legal entities under public law and special funds under public law and shall govern our worldwide purchasing transactions.

## 1. General

Our Terms apply to the exclusion of any terms and conditions of the supplier conflicting or deviating from our Terms unless we have expressly agreed to them in writing. Acceptance of or payment for the supplier's goods and services (the "Goods") shall not constitute an agreement of any such terms and conditions even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of the supplier. Any terms and conditions of the supplier previously agreed that conflict with or supplement these Terms shall no longer be deemed agreed.

## 2. Conclusion of and Modifications to the Contract

- 2.1 Orders, contracts and order releases as well as variations and supplements thereto must be made in writing.
- 2.2 Oral agreements of any kind, including subsequent variations and supplements to our Terms must be confirmed by us in writing to become effective.
- 2.3 Any communication required in writing by these Terms may be sent by telefax, remote data transmission or email.
- 2.4 Cost estimates shall be binding and shall not be compensated unless expressly agreed otherwise.
- 2.5 We shall be entitled to cancel any order that is not accepted by the supplier within two weeks from the date of its receipt.
- 2.6 As part of an agreed planning system for purchase orders and order releases, order releases shall become binding provided the supplier does not reject them within two working days of their receipt.
- 2.7 The Packaging Specifications and the Logistics Manual of Robert Bosch GmbH shall apply (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#logistics-regulations-and-standards> "Logistics Supplier Manual").
- 2.8 For work and services, the supplementary Terms and Conditions of Purchase for Work and Services of Robert Bosch GmbH shall apply (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> "Global Supplementary Terms & Conditions")

### 3. Delivery

- 3.1 Agreed delivery periods and delivery dates are binding. Relevant for compliance with agreed delivery dates or delivery periods shall be the receipt of the Goods by us. Unless delivery “free at factory gate” is agreed (DAP® or DDP® as per Incoterms 2020), the supplier shall make the Goods available in good time, and shall factor in the time needed for loading and shipment as agreed with the carrier.
- 3.2 If the supplier is responsible for assembly or installation, the supplier shall bear all the necessary cost such as travel expenses, provision of tools and daily allowances.
- 3.3 If the supplier fails to meet agreed delivery dates, the statutory provisions shall apply. The supplier must immediately notify our ordering department if it anticipates difficulties with respect to production, the supply of precursor material, compliance with the agreed timescale or similar circumstances that could interfere with supplier’s ability to deliver on time or to deliver the agreed quality.
- 3.4 The unconditional acceptance of a delayed delivery or service shall not constitute a waiver of any claims for the delayed delivery or service; this applies until we have fully paid all amounts owed for the particular delivery or service.
- 3.5 The supplier shall not deliver ordered Goods by instalments unless expressly agreed or we can reasonably be expected to accept them.
- 3.6 Quantities, weights and measurements of the Goods identified by us during incoming goods inspection shall determine supplier’s compliance with contractually agreed values, subject to different quantities, weights or measurements being proved by the supplier.
- 3.7 Unless otherwise stipulated in the supplementary Terms and Conditions of Purchase for Software, the supplier shall assign to us an unlimited and worldwide license to use any software included in the delivery. Such license shall encompass, in particular, duplication, loading and running the software.
- 3.8 We shall be entitled to sublicense, rent, lease or transfer the right to use the software in any other form to our affiliates within the meaning of § 15 AktG (German Companies Act), as well as to our subcontractors who are in charge of manufacturing our products and therefore require a right to use the software. We shall further be entitled to distribute the software to customers as part of a hardware product including a respective sublicense to use insofar as this is necessary for the use of the hardware.
- 3.9 We also have the right to use provided software, including any 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 copies as necessary for backup and archive purposes.
- 3.10. 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 shall apply to software in addition to these Terms (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> “Global Supplementary Terms & Conditions”)

### 4. Force Majeure

- 4.1 In the event of acts of God, operational disturbances without fault, riots, any action taken by a government or public authority or other circumstances not within our reasonable control such as pandemics, we shall, for the duration of such event, not be liable for a delay or failure to accept delivery of the goods or performance of services. Either party shall be obliged to promptly provide to the other party all reasonable information, and to temporarily adapt their obligations in good faith to the altered circumstances, in particular to possibly altered market conditions. During such events and for a period of two weeks

thereafter, we shall be entitled, without prejudice to any other rights we may have, to rescind from the contract in whole or in part, provided a contractual adjustment is not possible, and provided that such events are not of inconsiderable duration.

- 4.2 The provisions of clause 4.1 above shall also apply in the case of labor disputes.

## 5. Dispatch Note and Invoice

The instructions included in our orders and order releases shall apply. Invoices shall be addressed to the invoice address specified in the order or order release and shall be sent as a single copy showing the invoice number and other allocation references; the invoice must not be enclosed with the shipments.

## 6. Pricing and Transfer of Risk

Unless otherwise agreed, the prices are “Free Carrier (named place)” (FCA® Incoterms 2020) including packaging. Value added tax (VAT) is not included. The supplier shall bear all risks of loss or damage to the goods until they are loaded onto the means of transport provided by us or by our representative, or, if agreed, until the goods are received at the agreed delivery location.

## 7. Payment Terms

Unless otherwise agreed, invoices shall be paid within 30 days from receipt of the Goods or performance of the services respectively, and of a duly issued and verifiable invoice sent to the invoice address as instructed by us. Payment is subject to invoice verification.

## 8. Notification of Defects

- 8.1 Our incoming goods inspection shall be limited to obvious damages, in particular transport damage, and discrepancies in identity or quantity of the Goods, except as otherwise agreed in the Quality Assurance Agreement.
- 8.2 We will give notice of any defects found immediately after their discovery.
- 8.3 To this extent, the supplier waives the objection of delayed notification of defects.

## 9. Claims for Defects

- 9.1 Unless otherwise stated below, the statutory provisions for defects as to quality and defects of title shall apply.
- 9.2 We have the right to select the type of subsequent performance. Place of performance for such remedy shall be the intended location of the Goods. This shall be the place where the Goods are located at the time of the warranty claim. Only in the event of disproportionate expenses, the supplier may refuse the chosen type of subsequent performance.
- 9.3. In the event the supplier fails to commence rectifying the defect following our request to do so and following expiry of a reasonably short grace period, we shall be entitled, in urgent cases (in particular to prevent imminent danger or greater damage to the Goods), to rectify the defect ourselves or have it rectified by a third party at the supplier's cost.

- 9.4 The supplier shall indemnify us and hold us harmless from any claims for the violation of third party rights by the Goods, unless the supplier can prove not to be liable for the violation. Immediately upon request, the supplier shall provide us with all information and documents on his goods and services that are required for the defense against such third party claims. Further, the supplier shall provide reasonable support in proving that the Goods are free from third-party rights, such as e.g. research on third party IP rights, and shall, on request, make respective documents and analyses available.
- 9.5 The limitation period for indemnity claims shall be three (3) years. The limitation period for indemnity claims shall begin at the end of the year in which the claim arose and in which we became aware, or without gross negligence ought to have become aware, of the circumstances supporting the claim and of the person liable. Any longer statutory limitation periods shall take precedence. This shall also apply to the aforementioned right to access information and documents.
- 9.6 Except in the event of fraudulent misrepresentation, the limitation period for claims for defects shall be three (3) years unless the Goods have been used according to their conventional purpose for a construction, and have caused the defectiveness thereof. The limitation period shall commence upon completion of delivery of the Goods (transfer of risk). Any longer statutory limitation periods shall take precedence.
- 9.7 For claims based on defects of title, clause 9.5 (limitation period for indemnity claims) shall apply accordingly. Any longer statutory limitation periods shall take precedence.
- 9.8 If the supplier effects its obligation of subsequent performance by supplying replacement goods, the limitation period of such replacement goods shall begin anew upon their delivery, unless the supplier explicitly and correctly made the reservation when effecting the subsequent performance that the replacement goods were delivered as mere good will and to avoid disputes, or to continue the business relationship.
- 9.9 The supplier shall bear all costs for transport, travel, labor, installation, dismantling and material arising in the context of the subsequent performance. If, as a result of defective Goods, we incur costs and expenses in connection with the repair or replacement of the defective Goods, and we were entitled to reasonably make them, in particular costs and expenses for sorting, for an incoming goods inspection exceeding the regular scope, for an examination and analysis of the defect, as well as costs for the involvement of external or internal staff, the supplier shall bear these costs unless he is not liable for the defect. A contributory negligence on our part shall be considered according to § 254 BGB (German Civil Code) when determining the compensation.
- 9.10 Insofar as our customers are automotive manufacturers and use a reference market procedure or a similar, in the automotive industry common, procedure for determining and settling warranty claims for 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.
- 9.11 The supplier shall be liable for the fault of its sub-suppliers as it is for its own faults.

## 10. Product Liability and Recall

- 10.1 In the event of a product liability claim, the supplier is obliged to indemnify us and hold us harmless from such claims if and to the extent the damage was caused by a defect in the Goods supplied by the supplier. In cases of liability based on fault, this shall only apply if the supplier is at fault. Insofar as the cause of the

damage falls within the area of responsibility of the supplier, the supplier shall bear the burden of proof not to be at fault.

- 11.2 In the cases of clause 10.1 above, the supplier shall bear all costs and expenses, including any legal fees, except such costs are in total not necessary and reasonable.
- 10.3 In all other respects, the statutory provisions shall apply.
- 10.4 Prior to any recall action which is partially or wholly caused by a defect in the supplier's Goods, we shall notify the supplier, give the supplier the opportunity to collaborate, and discuss with the supplier the efficient initiation of the recall action, except such notification of or collaboration with the supplier is not possible due to the particular urgency. The costs of the recall action shall be borne by the supplier to the extent that a recall action is caused by a defect in the Goods supplied by the supplier, except the supplier is not liable for the defect. A contributory negligence on our part shall be considered in accordance with § 254 BGB when determining the costs to be borne by the supplier.

## 11. Rescission and Termination

- 11.1 In addition to the statutory rights of rescission, we shall be entitled to rescind from the contract if there is or threatens to be a fundamental deterioration to the financial circumstances of the supplier that jeopardises the performance of any supply obligation to us.
- 11.2 We further have the right to rescind from the contract if
- › the supplier meets the criteria for insolvency;
  - › the supplier suspends payment of its debts;
  - › the supplier meets the criteria for imminent insolvency pursuant to § 18 InsO (German Insolvency Act) or over-indebtedness of the supplier becomes apparent;
  - › the supplier files a petition for institution of insolvency proceedings or comparable debt settlement proceedings over its assets or business operation; or
  - › a petition for institution of insolvency proceedings over the assets of the supplier is dismissed for lack of funds.
- 11.3 In the event of a contract for performance of recurring obligations, clauses 11.1 and 11.2 shall apply by analogy provided that the right to rescind from the contract shall be substituted by an extraordinary right to terminate the contract with immediate effect.
- 11.4 If the supplier partially performed, we are only entitled to rescind from the whole contract if we have no interest in the partial performance.
- 11.5 If we rescind from or terminate the contract by virtue of the foregoing contractual rescission or termination rights, the supplier shall compensate us for the loss or damage incurred as a result, unless the supplier did not cause the rights to rescind from or terminate the contract to arise.
- 11.6 This clause 11 shall not affect any statutory rights or claims available to us.

## 12. Conducting Work

Suppliers who carry out work on our factory premises in fulfillment of the agreement must observe the statutory laws and regulations as well as our plant regulations. The supplier shall nominate a key contact responsible for the order who shall ensure compliance with supervision and control duties. The key contact shall align with our coordinator prior to carrying out any work, shall implement appropriate safety precautions and shall inform us and third parties affected about risks resulting from one another. The supplier shall be responsible for the instruction

and safety of its employees and subcontractors as well as for the elimination of risks for third parties. The supplier shall only use suitable and sufficiently qualified employees and safe working equipment on our premises. Any accidents occurring on our premises must be reported to us immediately.

## 13. Provision of Materials

Materials, parts, containers and special packaging provided by us against payment or free of charge ("Provisions") remain our property; if payment is owed, this shall apply until full payment has been made. Provisions shall only be used in accordance with the contractually intended purpose. The processing and assembly of Provisions shall only take place on our behalf. The parties acknowledge that we shall be co-owner of the products manufactured with the Provisions in proportion to the value of the Provisions in relation to the value of the whole product; such co-owned products shall be kept safe for us by the supplier. We retain co-ownership on the products manufactured using our Provisions until all our claims arising out of the supply of Provisions have been satisfied in full. The supplier is entitled to sell the products manufactured using our Provisions in its ordinary course of business subject to retention of title. The supplier hereby assigns to us all claims, including ancillary rights, arising or to arise from such resale in full. The assigned claims shall secure the claims we have accrued by supplying the Provisions. The supplier is entitled to enforce the assigned claims. We may revoke the supplier's rights pursuant to this clause 13 if the supplier fails to duly perform its contractual obligations, is in default of payment, suspends its payments, or if the supplier files a petition for institution of insolvency proceedings or of similar debt settlement proceedings over its assets. Further, we may revoke the supplier's rights under this clause 13 if its financial circumstances deteriorate fundamentally or threaten to do so or if the supplier meets the criteria for insolvency or over-indebtedness. Upon request of the supplier, if the value of the securities issued exceeds the value of our claims by more than 10 % in total, we shall release securities of our choice to this extent.

## 14. Documentation and Confidentiality

14.1. The supplier shall keep all business and technical information made available by us (including features which may be derived from objects, documents or software provided and any other knowledge or experience) confidential as long as and to the extent that it is not proven public knowledge, and it may disclose such information only to those employees and representatives who necessarily need to know it for the contractual purpose, and who are themselves committed to confidentiality; the information remains our exclusive property. Without our prior written consent, such information must not be duplicated or commercially exploited, except for deliveries to us. At our request, the supplier shall immediately and in full return or destroy all information originating from us (if appropriate also including any copies or records made) and items provided by us.

We reserve all rights to such information (including copyright and the right to file applications for intellectual property rights such as patents, utility models, semiconductor protection, etc.). In the event third parties provided the information to us, the reservation of rights shall also apply for the benefit of such third parties.

14.2 Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with copies of our tools, shall neither be used by the supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

## 15. Export Control and Customs

- 15.1 The supplier shall inform us in its business documents, or by other means of communication as specified by us (e.g. platforms), about any applicable requirements or restrictions for the (re-) export of the items (goods, software and technology) under applicable export control and customs regulations, as well as under the export control and customs regulations of the country of origin of the items. .

The supplier shall send the following information on items subject to (re-) export license requirements or restrictions to [ExportControl.CTX2@bosch.com](mailto:ExportControl.CTX2@bosch.com) in good time prior to the first delivery:

- › 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 items under commercial policy (non-preferential origin)
- › HS Code of the items.

Supplier shall inform Bosch without delay in case of any changes of export license requirements export list numbers (including ECCN) for his items due to amendments of technical parameters, amendments of export control or customs laws or official directives.

Supplier shall provide the ECCN (including EAR99) to Bosch for all items subject to U.S. export controls.

- 15.2 The supplier is obliged to implement measures as appropriate for its business model to secure the supply chain as defined by the WCO SAFE Framework of Standards, and in particular, to support us in taking necessary measures to achieve and keep the authorization as Authorized Economic Operator (AEO). The supplier is obliged to provide appropriate evidence, e.g. authorizations or declarations such as security declarations, declarations within the scope of C-TPAT or similar programs. We, or a third party instructed by us, shall be entitled to examine the supplier's evidence as set forth under this clause at the supplier's premises.
- 15.3 The supplier is obliged to inform us about the Goods' non-preferential origin and shall indicate the same on the invoice. Upon our request, the supplier shall issue a certificate of origin. The supplier ensures to provide details about the required preferential origin and to enclose the required proof of origin with all deliveries from any member state of a free trade agreement/preferential agreement. For deliveries within the European Union (EU), the supplier shall issue a long-term supplier declaration in accordance with the relevant EU implementing regulation within a period of 21 days following our request. For initial deliveries, the supplier shall provide the information about the non-preferential and preferential origin in writing at the latest at the time of the first delivery. It shall notify us about subsequent changes immediately in writing.
- 15.4 For deliveries across customs borders, the supplier is obliged to include all required documents with the delivery, such as commercial invoice, delivery note and all information necessary for a complete and correct import customs declaration. The following should be noted for the issuance of invoices:
- › Costs not included in the goods price (e.g. costs for research and development, license fees, tooling costs, Provisions of the buyer relating to the shipment) shall be listed separately and in addition to the goods price.
  - › In case of free of charge deliveries, the supplier is obliged to indicate a value on the pro forma invoice that reflects the Goods' fair market price and add the statement „For Customs Purpose Only”.
- 15.5 The supplier shall support us by all available means to reduce or minimize our payment obligations regarding customs duties or costs for customs clearance.



- 15.6 Unless otherwise agreed in the delivery or quotation documents, any transfer of software, software know-how, technology or other data (e.g. cartographical data) across customs borders shall take place by electronic means only (e.g. email or per download). This clause shall not apply to “embedded software” (software that is physically integrated in hardware).
- 15.7 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 section 15.1-15.6.

## 16. Compliance, Social Responsibility and Sustainability

- 16.1 In its trade dealings with us, the supplier undertakes not to offer or give, or request or accept, any incentive in breach of applicable anti-corruption legislation, neither in its business affairs nor when dealing with public officials.
- 16.2 In its trade dealings with us, the supplier undertakes not to make any agreements with other undertakings or to participate in concerted practices which have as their object or effect the prevention, restriction or distortion of competition under applicable antitrust regulations.
- 16.3 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; the supplier shall commit its sub-suppliers accordingly. On request, the supplier shall prove compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee to comply with the applicable laws governing the general minimum wage, the supplier shall indemnify us and hold us harmless from all third party claims and is obliged to reimburse any fines imposed on us in this context.
- 16.4 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>).
- 16.5 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 clauses 16.1 to 16.4, the supplier shall promptly investigate any potential violations and inform us of investigative measures undertaken, and, where warranted, notify us of the affected suppliers. If the suspicion proves to be warranted, the supplier must inform us within a reasonable period of time of the measures undertaken internally within its organization in order to prevent future violations. If



the supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to rescind from contracts with the supplier or terminate them with immediate effect.

- 16.6 In the event of severe violations of the law by the supplier and in the event of violations of clauses 16.1 to 16.4, we reserve the right to rescind from existing contracts or terminate them without notice.

## 17. Place of Performance

Unless otherwise agreed, the place of performance is the place where the Goods are to be delivered as per the contract, or where the service is to be rendered.

## 18. Miscellaneous

- 18.1 If any provision of these Terms and of any supplemental agreements is or becomes invalid, this shall not affect the validity of the rest of the Terms. The parties shall agree to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.2 The contractual relationships shall exclusively be governed by German law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.3 The place of jurisdiction for all legal disputes arising directly or indirectly out of contractual relationships based on these Terms shall be Stuttgart. The local court of Stuttgart (Amtsgericht Stuttgart, 70190 Stuttgart) has jurisdiction over cases brought before the local court. We further have the right, at our discretion, to initiate legal action against the supplier at the court of the supplier's registered office or branch office, or at the court of the place of performance.