

**ROBERT BOSCH (AUSTRALIA) PTY LTD –
TRADE MARK USAGE POLICY**

Right to use BOSCH Name and Trade Marks

Robert Bosch (Australia) Pty Ltd (ACN 004 315 628) is the licensee in Australia of the BOSCH mark (as well as of other brand names and marks, which are listed on its website at <http://www.bosch.com.au/terms>).

These brand names and marks, related logos, product images, and information (in print and/or electronic-forms), are the property of Robert Bosch GmbH or other BOSCH Group companies and are collectively referred to hereafter as "BOSCH Property". The BOSCH branded products and other products branded with the BOSCH Property are collectively referred to hereafter as "BOSCH Products".

This policy is intended to define the legal terms under which Robert Bosch (Australia) Pty Ltd, as licensee, is willing to allow use of the BOSCH Property by outside companies.

Specifically, Robert Bosch (Australia) Pty Ltd is pleased to allow the use of the BOSCH Property by its customers and its distributors and by dealers (collectively referred to as "Buyers") as well as by its authorised agents ("Agents") as follows:

- (1) BOSCH Property shall ONLY be used for promotion and sale of **genuine** BOSCH Products;
- (2) it must be clear from the advertising of a Buyer (or Agent) that it is advertising of the Buyer (or Agent) and not of Robert Bosch (Australia) Pty Ltd or other member of the BOSCH Group;
- (3) advertising of Buyers shall not imply or suggest an association between such person and Robert Bosch (Australia) Pty Ltd or other BOSCH Group company other than that of buyer and seller of genuine BOSCH Products;
- (4) the Buyer's trade name shall be more predominant on the customer's advertising than the BOSCH Property used in that advertising;
- (5) the BOSCH Property shall be used in accordance with specifications or style guides (including as to logotype, fonts, colours and proportional sizing) issued by Robert Bosch (Australia) Pty Ltd from time to time (or available upon request) and no modifications of the BOSCH Property may be made; and
- (6) in the case of non-genuine product that may be used as a substitute for a genuine BOSCH Product, a Buyer may describe it as "Non-genuine replacement for Bosch (or other brand name) part no [X]" or "Non-genuine replacements for Bosch (or other brand name) parts". In such description the word "Bosch" or other listed brand name must be in the same size and style of font as the rest of the description.

Robert Bosch (Australia) Pty Ltd reserves the right to review Buyer's and Agent's advertising and may: (1) specify and require changes to the advertising as a condition of its use of the BOSCH Property; or (2) refuse or revoke permission to use BOSCH Property by the Buyer or Agent.

In relation to the BOSCH name or other listed brand name and other listed trade marks applied to goods or their packaging Buyers and Agents must not:

- apply the trade mark to these goods, or use the trade mark in physical relation to them, after the state, condition, get-up or packaging in which the goods were originally offered to the public has been altered;
- alter, or partially remove or obliterate, any representation of the trade mark applied to these goods or used in physical relation to them;
- apply another trade mark to these goods or use another trade mark in physical relation to them; or
- if the trade mark has been applied to these goods or used in physical relation to them – use any matter that is likely to injure the reputation of the trade mark on the goods, or on the packaging or container of the goods.

Robert Bosch (Australia) Pty Ltd reserves the right to amend this policy at any time without notice.