

## CONDITIONS OF PURCHASE

### 1. GENERAL

These Conditions of Purchase (**Conditions**) are the only terms applicable to orders made by Robert Bosch (Australia) Pty Ltd (**Us**) with a supplier (**You**). Variations to these Conditions, or terms offered by You, which differ from these Conditions, are incorporated into these Conditions only if they are accepted by Us in writing. Acceptance of goods or services or payment for them by Us will not be deemed acceptance of any such new or varied terms.

### 2. ORDERING

- 2.1 All orders delivery requests and variations to them must be in writing but delivery requests may be made by electronic data transmission.
- 2.2 Each order constitutes an offer by Us to purchase goods or services from subject to these Conditions. If there is inconsistency, the terms of the order prevail.
- 2.3 You are deemed to accept an order subject to these Conditions if You do not refuse or reject the order in writing within 14 days of the date stipulated on the order, or if You perform any part of the Order before that time.
- 2.4 You accept that the Supplier Requirements Manual prepared by Us and made available to you at [www.bosch.com.au](http://www.bosch.com.au) form part of these Conditions.

### 3. CANCELLATIONS AND FORCE MAJEURE

- 3.1 Without incurring any liability to You, we may cancel all or any part of an order by giving notice in writing to You at any time prior to delivery or supply. We will endeavor to minimize the extent of any cancellation (but without liability to You for any failure or perceived failure to do so).
- 3.2 If You anticipate being unable to comply with delivery dates or deadlines, or to supply quantities or quality of goods or services due to circumstances beyond your control, You must immediately notify our logistics department giving full details of the circumstances.
- 3.3 If any acts of God, industrial disputes, public disturbances, actions or inactions of public authorities or other occurrences outside your control occur, we may partially or completely withdraw the order before delivery if, in our reasonable opinion, those occurrences result or will result in a significant reduction in our requirements.

### 4. DELIVERY, DELIVERY REQUIREMENTS AND ACCEPTANCE

- 4.1 The date and place of delivery and other delivery instructions nominated in our order are paramount.
- 4.2 Each delivery of goods or supply of services must comply with and be effected in accordance with the Supplier Requirements Manual prepared by Us and supplied to You from time to time.
- 4.3 A separate invoice must be sent to Us at the address we give You and may not be sent before we receive the goods or services.
- 4.4 If You fail to effect delivery by the due date for delivery for any reason (other than circumstances beyond your control), we may, on giving written notice and without affecting our other rights, cancel the order, obtain replacement goods or services from a third party and/or claim reimbursement of additional costs arising from your failure to comply with the delivery instructions and damages for breach of contract. Acceptance of overdue goods or services will not be deemed as a waiver of any of our rights.
- 4.5 Acceptance of goods and services is subject to Us inspecting them for compliance with the order and these Conditions. We may inspect the goods or services provided as soon as practicable in the normal course of business. If a more thorough inspection of goods is required than normally necessary on receipt as a result of unsatisfactory delivery (as determined by Us), the cost of this is to be borne by You. We will notify You of any failings or non-compliance and to this extent, You waive your right to object to complaints as being untimely. The quantities, weights, dimensions and fitness for purpose of the goods or services ascertained by Us in the course of inspection will be final for the purposes of the contract.
- 4.6 Our right to reject goods or services and to enforce our rights under clause 10.2 is not waived by the payment for the goods or services or by acceptance of delivery or supply prior to inspection. The receipt of goods or services will not constitute acceptance by Us of defective deliveries.

### 5. PRICE, RISK AND TITLE

Prices are stated on the order and may only be varied in accordance with the process (if any) stated on order forms from time to time, and unless otherwise stated, are Delivered Duty Paid (DDP according to Incoterms 2000) to the nominated place of delivery. All prices for goods delivered after 1 July 2000 are **GST (Goods & Services Tax)** inclusive. The price will not be increased nor will we separately indemnify You against any liability that You may have to pay **GST** on any supply made to Us. Goods remain at your risk until acceptance of them by our representative or Us. Subject to clause 13, title to the goods passes on acceptance of goods in accordance with clause 4.5.

### 6. VARIATION OF PRICE

Prices will change at the times and in accordance with the process (if any) stated on order forms from time to time.

### 7. CONDITIONS OF PAYMENT

Payment terms as stated on the first page of this order. Payment of invoices does not affect our right to dispute invoices or to make claims against You in respect of goods or services. Payment is contingent upon You producing Us with a valid tax invoice and an adjustment note if any ad event occurs.

### 8. REFUND OF OVERPAYMENT OF GST

If by reason of the occurrence of an **adjustment event** or for any other reason whatsoever, the amount of **GST** paid or payable by You on any **taxable supply** You make to Us is less than the amount of **GST** identified on any **tax invoice** for that **supply** or otherwise as may be determined by Us ('**GST Overpayment**') You must pay to Us by way of refund the amount of the **GST Overpayment** on the first to occur of:

- (a) You becoming aware of the occurrence of a **GST Overpayment**; or
- (b) the receipt by You of any refund of **GST** paid by You.

### 9. GST SUPPLY BY US

To the extent that any supply made by Us to You (including but not limited to a supply which is governed by clause 4.4, 10.2 or 11.1) is a taxable supply, You agree that We can require that the consideration for that Supply be increased by an amount equal to the consideration for the supply multiplied by the prevailing GST rate.

### 10. WARRANTY

- 10.1 You warrant and represent to Us that:
    - (1) You have the right to sell the goods free from all encumbrances and that we will enjoy quiet possession of the goods or services;
    - (2) the goods will be of merchantable quality and fit for any purpose which we make known to You or for which the goods are commonly supplied;
    - (3) the goods will be free from defects in design, material and workmanship;
    - (4) the goods and/or services will comply and will be provided strictly in compliance with specifications provided by Us from time to time, the order form, the Conditions and all statutory requirements and regulations;
    - (5) where the goods or services are supplied by reference to a sample, the goods or services will correspond with the sample;
    - (6) the goods and/or services will comply with all statutory requirements and regulations relating to:
      - (1) their safety, manufacture, packaging, labelling, transportation and sale; and
      - (2) the nature, substance, quality, weight and measurement of the goods and/or services; and
    - (7) the use of the goods and/or services by any other person or Us will not infringe the intellectual property rights of a third party.
  - 10.2 If goods or services are, in our reasonable opinion, defective or not in accordance with the order or the Conditions, we may, without affecting our other rights, require from You, at our option:
    - (1) replacement or resupply of the goods or services and return of any defective goods;
    - (2) supply of equivalent goods or services and return of any defective goods;
    - (3) repair of the goods or payment of the cost of repairing the goods;
    - (4) payment of the cost of replacing or acquiring equivalent goods or services;
    - (5) a reduction of the purchase price; or
    - (6) recall of the goods and a refund of any part of the purchase price that has been paid.
- If we have incorporated the goods into other goods or assemblies (**Other Goods**) which have to be replaced or repaired as a result of the goods being defective we may, in addition to our rights above, require You to pay for the replacement or repair of the Other Goods.
- The exercise of our rights under this clause in respect of defective goods or services must be exercised within twelve months from the date of delivery of goods or supply or services unless the goods or assemblies are incorporated into Other Goods which are subject to a warranty. In this case we can exercise our rights under this clause within the warranty period of the Other Goods.
- 10.3 Where, in our reasonable opinion, it is necessary to avoid imminent danger or excessive loss or damage, we have the right to rectify deficiencies ascertained by Us in the course of inspection of goods in accordance with clause 4.5 at your expense.

### 11. INDEMNITY

- 11.1 You agree to indemnify Us and keep Us indemnified against all claims, suits, actions, demands, loss, costs, expenses (including legal expenses on a full indemnity basis), judgements and awards made against Us or incurred by Us, relating to goods or services delivered or supplied by You and products incorporating the goods delivered by You, to the extent that such liability or loss is caused by your breach of these Conditions, or your negligent act or omission. This indemnity is a continuing indemnity and is in addition to any statutory rights or remedies we may have or exercise against You.
- 11.2 Without derogating from your obligation to indemnify Us in accordance with clause 11.1, You agree that the burden of proof in respect of alleged defects rests with You and You will bear the costs of all product recalls.

### 12. PERFORMANCE OF SERVICES

Persons, who perform services at our premises under our contract with You, must comply with all RELEVANT statutes, regulations and codes of conduct, and all instructions given by our representatives or Us. Our liability to You or your employees or agents for injury or death in the course of performance of the services is limited to the extent that they are caused by our negligent act or omission.

### 13. PROVISION OF MATERIALS AND TOOLS

- 13.1 Materials, components, containers and special packaging provided by Us to You (**Materials**) remain our property, and may only be used in accordance with their intended purpose. Materials may not be incorporated into any goods manufactured by You unless agreed by Us in writing. You agree that we own a proportion of the products manufactured using our Materials equivalent to the ratio of the wholesale invoice value of the Materials to the wholesale invoice value of the complete packaged goods, to which extent You hold the goods or the proceeds of their sale on trust for Us. You will reimburse Us for the replacement value of Materials which are lost, destroyed or, in our reasonable opinion, rendered unusable as a result of or through your manufacturing process.
- 13.2 All tools and other equipment, drawings, models, samples, blueprints, specifications and other data provided by Us to You (**Equipment and Data**) remain our property and must be returned to Us (together with all copies made by You) upon completion or cancellation of the order in respect of which they have been provided to You.
- 13.3 You will arrange insurance cover at full replacement value in respect of loss or damage to the Materials and Equipment and Data provided by Us to You to the extent that insurance cover can be obtained.
- 13.4 You must ensure that You and your agents, employees and subcontractors do not part with possession of any Materials or Equipment and Data.

### 14. CONFIDENTIALITY

- 14.1 You must ensure that You and your agents, employees and subcontractors do not disclose any information provided by Us to You unless:
  - (1) the information is in the public domain (other than by reason of a breach of these Conditions); or
  - (2) the disclosure is approved by Us in writing.
- 14.2 Goods manufactured or services provided by You using Materials or Equipment and Data or other information supplied by Us may not be used by You except as agreed by Us in writing, and must not be offered or supplied to third parties. This applies by analogy to orders for printed material.

### 15. PLACE OF JURISDICTION, APPLICABLE LAW

Disputes arising between You and Us will be resolved in a jurisdiction chosen by Us in our discretion. The contract is subject to the laws of Victoria, Australia. Application of the Hague Convention Relating to a Uniform Law on the International Sale of Goods, the UN Convention on Contracts for the International Sale of Goods or other conventions relating to the laws applicable to the sale of goods is precluded.

### 16. INTERPRETATION

- 16.1 In these Conditions, headings are inserted for ease of reference and do not affect interpretation, the singular includes the plural and vice versa and forms of words (including defined terms) include any other form of those words. References to "the contract" are references to the contract formed between You and Us for the supply of goods or services which is governed by these Conditions. Reference to 'goods' and/or 'services' means the goods and/or services supplied by You to Us pursuant to the respective Order.
- 16.2 For the purposes of clauses 5, 7, 8 and 9 except where repugnant to the context the expression 'GST rate' means the percentage of the value of the taxable supply that is the amount GST (currently 10%) and the expressions 'supply', 'taxable supply', 'GST', 'tax invoice', 'adjustment event', 'adjustment note', 'consideration' and other expressions defined in *A New Tax System (Goods and Services Tax) Act 1999* ('**GST Act**') have the meanings given to those expressions in the **GST Act**.