



**Robert Bosch (Australia) Pty Ltd ABN 48 004 315 628  
of 1555 Centre Road, Clayton, Victoria 3168**

**(referred to as the "Company")**

## **1. Application Of Schedule**

- 1.1 In accordance with clause 1.1 of the Company's Terms of Delivery and Sale (**Terms**), this Schedule forms part of the Contract between the Buyer and the Company where the Buyer purchases goods from the Company's Power Tool division.
- 1.2 Should there be any inconsistency between this Schedule and the Company's Terms, this Schedule will prevail to the extent of the inconsistency.

## **2. Power Tool Terms**

- 2.1 The Buyer may only re-sell goods it purchases from the Company with an identified model number, being the same number provided to the Buyer by the Company unless the Company agrees otherwise in writing.
- 2.2 The Buyer must not create or offer for sale its own combination kits comprising the Company's goods unless the Company agrees otherwise in writing.
- 2.3 Where goods are sold to the Buyer as combination kits, the Buyer must not split the combination kit for the re-sale of individual products.
- 2.4 The Buyer must not, unless the Company agrees otherwise in writing, offer or promote goods obtained (either directly or indirectly) from the Company for resale online, except via a website where the domain name is registered to the Buyer or a related entity of the Buyer, and only offered for sale to customers residing in Australia and/or New Zealand. Specifically, goods obtained from the Company must not be resold online by the Buyer on third party shopping websites including but not limited to ebay.com.au, amazon.com.au, myshopping.com.au, trademe.co.nz, shopping.com, shopbot.com.au, graysonline.com.au, gumtree.com.au, facebook.com (or any affiliated sites) or any general internet retail businesses or social media websites.
- 2.5 The Buyer may only re-sell goods it purchases from the Company with the original packaging and, where applicable, with the original product manual, unless the Company agrees otherwise in writing.
- 2.6 The Buyer acknowledges that any breach of clauses 2.1-2.5 entitles the Company, in its absolute discretion, to:
- (a) cease supply of any goods to the Buyer immediately without further notice;
  - (b) determine that any further Order or purchase of goods will not accumulate towards the Buyer's rebate target (if any); and/or
  - (c) terminate or suspend the Contract immediately on notice.
- 2.7 Buyer acknowledges that the Company is entitled to withhold supply of goods where the Buyer, within the preceding year, sold goods obtained (either directly or indirectly) from the Company at less than their cost to the Buyer, except for genuine seasonal or clearance sales.
- 2.8 Should the Buyer offer for sale goods in a jurisdiction other than a sales jurisdiction already agreed between the Company and the Buyer, the Buyer bears the sole responsibility for the compliance of the goods with all applicable laws and regulations in that jurisdiction(s), unless otherwise agreed by the Company in writing.
- 2.9 If the Buyer offers for sale goods labelled with a brand of the Company or a related body corporate of the Company (as that term is defined in the *Corporations Act 2001* (Cth)), that it has not purchased directly from the Company, the Buyer bears the sole responsibility for the compliance of those goods with all applicable laws and regulations in the jurisdiction(s) it is selling into.
- ## **3. Notification of Faults and Returns**
- 3.1 The periods of time stated in clauses 6.2 and 6.3 of the Terms are modified as follows:
- (a) In clause 6.2, "48 hours" is replaced with "10 business days"; and
  - (b) In clause 6.3, "7 days" is replaced with "10 business days".