



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

(referred to as "Bosch")

1. General

- 1.1 These terms and conditions of Purchase (**Terms**) apply to the supply of goods or services to Bosch by the supplier (**Supplier**).
- 1.2 The terms of the following documents are incorporated into these Terms as if repeated in full:

- (1) Supplementary Terms and Conditions for Software, located at: <https://www.bosch.com/company/supply-chain/information-for-business-partners/#global-supplementary-terms-and-conditions>;
- (2) Additional Terms and Conditions for Products regarding Open Source Software, located at: <https://www.bosch.com/company/supply-chain/information-for-business-partners/#global-supplementary-terms-and-conditions>; and
- (3) Code of Conduct for Business Partners of the Bosch Group, located at: https://assets.bosch.com/media/en/global/bosch_group/compliance/code-of-conduct-for-business-partners.pdf.

each as amended from time to time. To the extent of any conflict or inconsistency between the terms of any of the above documents and these Terms, these Terms will prevail.

- 1.3 Variations to these Terms, or other terms offered by the Supplier and contained in any quotation or invoice or other document issued by the Supplier which differ from these Terms, are only incorporated into any contract for the supply of goods or services to Bosch if accepted by Bosch in writing. Acceptance of goods or services or payment for them by Bosch will not be deemed acceptance of any such additional or varied terms issued by the Supplier.

2. Quotations

All quotations and cost estimates provided by the Supplier are binding and may not be amended unless agreed in writing by the parties.

3. Ordering

- 3.1 Each order from Bosch constitutes an offer by Bosch to purchase goods or services from the Supplier subject to these Terms. An order from Bosch may be constituted by a formal written purchase order or by a delivery schedule or call off (in respect of the period which is specified to be binding by Bosch in, or in relation to, such delivery schedule or call off) (**Order**). If there is any inconsistency between any express term contained in the Order and these Terms, the terms of the Order prevail.
- 3.2 In the event of any ambiguity, inconsistency, conflicts or discrepancies in the specification, drawings or other documents contained in an Order, the Supplier must notify Bosch of the matter as soon as possible, and the parties will use reasonable endeavours to resolve the matter by mutual agreement.
- 3.3 The Supplier is deemed to accept Bosch's Order placed subject to these Terms if the Supplier does not refuse or reject the Order in writing within 5 days of the date stipulated on the Order, or if the Supplier performs any part of the Order before that time.
- 3.4 Without liability, Bosch may vary or cancel all or any part of an Order by giving notice in writing to the Supplier at any time prior to delivery. Bosch will endeavour to minimise the extent of any cancellation (but without liability for any failure).
- 3.5 All Orders and variations to Orders must be in writing. Where it is agreed that Bosch may place Orders by electronic data interchange (**EDI**), EDI Orders (and variations thereto) shall conform to agreed EDI procedures. Unless otherwise agreed in writing, Bosch's EDI Trading Terms (Purchase) located at www.bosch.com.au/terms will apply.
- 3.6 The Supplier acknowledges and agrees that Bosch has not made any representations or warranties that Bosch will purchase a minimum amount of goods or services at any time from the Supplier or that Bosch will exclusively purchase the goods or services from the Supplier.

4. Prices Applicable to Order

Unless otherwise specified in the Order or agreed by the parties in writing (for example, pursuant to a scheduling agreement), prices are:

- (1) as stated on the Order;
- (2) (in the case of domestic deliveries) "Delivered At Place" (DAP, as defined in Incoterms 2020) or (in the case of international deliveries) "Delivered Duty Paid" (DDP, as defined in Incoterms 2020) to the named place of destination;
- (3) exclusive of goods and services tax (**GST**);
- (4) inclusive of all packaging and packing costs; and
- (5) inclusive of any other applicable taxes, duties, levies, charges and costs.

5. Delivery and Delivery Requirements

- 5.1 The Supplier must deliver the goods or services at the time and in the quantities and manner specified in the Order.
- 5.2 Unless specified in the Order or agreed by the parties in writing, delivery occurs in accordance with the Incoterms 2020 provisions for "Delivered At

Place" (DAP) (for domestic deliveries) or "Delivered Duty Paid" (DDP) (in the case of international deliveries) to the named place of destination.

- 5.3 If the Supplier anticipates being unable to comply with delivery dates or deadlines, or to supply agreed quantities or quality of goods or services, whether due to circumstances beyond the Supplier's control or for any other reason, the Supplier must immediately notify Bosch's ordering department giving full details. The Supplier acknowledges and agrees that the delivery of goods or services by instalments is not permitted unless otherwise agreed by Bosch. Bosch may, at its discretion, extend the delivery date, agree to delivery by instalments or cancel the Order.
- 5.4 Notwithstanding the preceding clause, time is of the essence for all of the Supplier's obligations under these Terms.
- 5.5 Without prejudice to Bosch's rights under clause 3.4, if the Supplier fails to effect delivery of all or part of the goods or services the subject of the Order by the due date for delivery for any reason (other than due to a Force Majeure Event under clause 18), Bosch may, on giving written notice and without affecting Bosch's other rights:
 - (1) cancel the Order;
 - (2) obtain replacement goods or services from a third party; and/or
 - (3) claim reimbursement of additional costs arising from the Supplier's failure to comply with the delivery instructions and damages for breach of contract (including any liability, loss, damage or cost incurred by Bosch as a consequence of stoppage of any of Bosch's factory operations or the factory operations of Bosch's customers).
- 5.6 The Supplier must ensure that the goods are packed, labelled, marked and loaded in accordance with the Order and any other instructions provided by Bosch, or are otherwise suitably packed and handled, and comply with all requirements of the carrier to ensure no damage occurs to the goods whilst in transit.
- 5.7 Except where otherwise agreed, Bosch is not obliged to return any packaging or packing materials for the goods.

6. Inspection and Acceptance of Goods and Services

- 6.1 Bosch shall not be considered to have accepted goods and services prior to fully inspecting them on or after delivery for compliance with the Order and these Terms. Bosch will seek to inspect delivered goods or services as soon as practicable in the normal course of business. If a more thorough inspection of goods or services is required on receipt as a result of unsatisfactory delivery (as reasonably determined by Bosch), the cost of this is to be borne by the Supplier. Quantities, weights, dimensions, quality, conformity to specifications and fitness for purpose of the goods or services ascertained by Bosch in the course of inspection will be final for the purposes of acceptance or rejection of the goods or services.
- 6.2 Bosch's right to reject goods or services after inspection and to enforce its rights under clauses 11.5 or 17 is not waived by acceptance of delivery or supply prior to inspection. Neither will acceptance of defective or overdue goods or services be deemed to constitute a waiver of any of Bosch's other rights under these Terms.

7. Risk and Title

- 7.1 Goods remain at the Supplier's risk until such time as risk transfers to Bosch in accordance with the applicable Incoterm under clause 5.2, or in the event alternative delivery arrangements are agreed, until Bosch's representative takes physical possession of the goods at the nominated place of delivery.
- 7.2 Title to goods or services passes on delivery of goods or services to Bosch in accordance with clause 5.
- 7.3 The Supplier acknowledges that the sale of the goods and services to Bosch is in the Supplier's ordinary course of business.

8. Conditions of Payment

- 8.1 A separate invoice must be sent to Bosch at the address provided by Bosch and must not be sent before delivery of the goods or services in accordance with clause 5.
- 8.2 Unless otherwise agreed between Bosch and the Supplier or stated on the Order, payment of invoices will be made within 30 days (in the case of domestic deliveries) and 120 days (in the case of international deliveries) of the end of the month in which the invoice is issued to Bosch. Payment of invoices does not affect Bosch's right to dispute invoices or to make claims against the Supplier in respect of goods or services. Payment for goods or services does not constitute acceptance of such goods or services. Payment is contingent upon the Supplier providing Bosch with a valid tax invoice and an adjustment note or debit note if any adjustment event occurs.
- 8.3 If Bosch disputes any amount shown on an invoice, it will notify the Supplier of such dispute and pay the undisputed amount in accordance with clause 8.2.

9. GST

- 9.1 In clauses 8 and 9, the expressions 'supply', 'taxable supply', 'GST', 'tax invoice', 'adjustment event', 'adjustment note', 'debit note', 'consideration' and other expressions defined in A New Tax System (Goods and Services Tax) Act 1999 (**GST Act**) and the Goods and Services

- Tax Act 1985 (NZ GST Act)* have the meanings given to those expressions in the GST Act and the NZ GST Act, as applicable.
- 9.2 For the purposes of the NZ GST Act, 'adjustment event' means any one or more of the events listed in section 25(1)(a) to (c) of the NZ GST Act.
- 9.3 If by reason of the occurrence of an adjustment event or for any other reason whatsoever, the amount of GST paid or payable by the Supplier on any taxable supply the Supplier makes to Bosch is less than the amount of GST identified on any tax invoice for that supply or otherwise as may be reasonably determined by Bosch (**GST Overpayment**) the Supplier must pay to Bosch by way of refund the amount of the GST Overpayment on the first to occur of:
- (1) the Supplier becoming aware of the occurrence of a GST Overpayment; or
 - (2) the receipt by the Supplier of any refund of GST paid by the Supplier.
- 9.4 To the extent that any supply made by Bosch to the Supplier is a taxable supply, the Supplier agrees that Bosch 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. Set Off**
- The account between the Supplier and Bosch is a running account. Where any amount is payable to the Supplier by Bosch or a 'related body corporate' (as that term is defined in section 9 of the *Corporations Act 2001 (Cth)*) (**Related Company**) of Bosch under any agreement, Bosch may set such amount off against any amount owed by the Supplier or a Related Company of the Supplier to Bosch or any Related Company of Bosch, and continue to do so until such time as the amount outstanding from the Supplier has been paid in full.
- 11. Warranty**
- 11.1 The Supplier warrants and represents that:
- (1) the Supplier has the right to sell the goods free from all encumbrances including any mortgage, charge (whether fixed or floating), pledge, lien or other security interests under the *Personal Property Securities Act 2009 (Cth)* (**PPSA**) or the *Personal Property Securities Act 1999 (NZ)* (**NZ PPSA**) as applicable, and ownership of the goods will transfer to Bosch free of all such encumbrances and that Bosch will enjoy quiet possession of the goods or services;
 - (2) the goods will be of acceptable quality and fit for any purpose which Bosch makes known to the Supplier (whether expressly or impliedly) or for which the goods are commonly supplied or used;
 - (3) the goods will be free from defects in design, material and workmanship;
 - (4) the goods or services will comply and will be provided strictly in compliance with the Order and these Terms and any specifications (if any) provided by Bosch from time to time prior to placing its Order, including any procedure or norm of Bosch or any of its Related Companies;
 - (5) the Supplier will provide adequate information relating to the goods or services and to the use of the goods or of the results of the services;
 - (6) where the goods or services are supplied by reference to a sample, the goods or services will correspond with the sample;
 - (7) the goods or services will comply with all applicable laws in Australia and New Zealand (and any other agreed destination country in which the goods or services are intended to be used, on-supplied or, in the case of goods, incorporated or assembled into or onto other goods (**Other Goods**), as well as any relevant laws in the place of manufacture or place of performance of the services, including in relation to:
 - (a) their safety, manufacture, packaging, labelling, transportation and sale;
 - (b) the nature, substance, quality, weight and measurement of the goods; and
 - (c) the services;
 - (8) without limiting any other requirements in these Terms, the operation of the Supplier's business complies with all applicable laws;
 - (9) the Supplier's actions or omissions will not cause Bosch to breach any applicable laws;
 - (10) the services will be provided with due care and skill and in a timely, professional manner and in accordance with Bosch's reasonable directions; and
 - (11) the goods or services will not infringe the Intellectual Property (as defined in clause 16) of a third party.
- 11.2 The warranties in clauses 11.1(2), 11.1(3) and 11.1(4) will, unless otherwise agreed by the parties, apply for a period of 36 months:
- (1) where Bosch is the end user, from the date of supply to Bosch; or
 - (2) where Bosch is not the end user but on-sells the goods or incorporates them into or assembles them onto Other Goods which it sells, from the date of delivery to the end user of the goods or the final product into or onto which the goods have been incorporated or assembled (or where applicable, from the date of the first registration of the vehicle into which the goods are incorporated).
- 11.3 The Supplier warrants also that, in terms of shelf life, the goods shall meet the warranties in clauses 11.1(2), 11.1(3) and 11.1(4) for at least 6 months from the date of delivery to Bosch (or such other period as may be specified in any applicable procedure of Bosch (or any of its Related Companies) of which the Supplier has been notified in writing prior to placement of the Order).
- 11.4 In the case of goods re-supplied by Bosch to end users, the Supplier warrants that the goods meet applicable consumer guarantees in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and the corresponding provisions of the applicable state *Fair Trading Acts (Australian Consumer Law or ACL)* or under the *Consumer Guarantees Act 1993 (NZ)* (**CGA**) as applicable, and any warranty against defects provided with respect to the goods meets the ACL or CGA requirements as applicable.
- 11.5 If goods or services delivered to Bosch are not in accordance with the Order or these Terms, Bosch may, without affecting Bosch's other rights, require from the Supplier, at Bosch's option and the Supplier's cost:
- (1) replacement or re-supply 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) to develop, document and implement corrective actions to ensure the goods or services are delivered in accordance with the Order and these Terms;
 - (5) payment of the cost incurred by Bosch replacing or acquiring equivalent goods or services;
 - (6) reduction of the purchase price; or
 - (7) recall of the goods and a refund of any part of the purchase price paid.
- 11.6 If Other Goods require repair or replacement as a result of the goods being defective Bosch may, in addition to its rights above, require the Supplier to pay for the cost of replacement or repair of the Other Goods.
- 11.7 Where, in Bosch's reasonable opinion, it is necessary to do so to avoid imminent danger or excessive loss or damage, Bosch may rectify deficiencies ascertained by it in the course of inspection of goods in accordance with clause 6 at the Supplier's expense.
- 11.8 At Bosch's reasonable request, the Supplier must participate in any investigation or analysis conducted by Bosch and/or Bosch's customer in respect of the cause of any failure of the goods or services to comply with the Order or these Terms, and the Supplier must provide all information reasonably required by Bosch in connection with such investigation or analysis.
- 11.9 Without limiting any other provision in these Terms, the Supplier must:
- (1) comply with Bosch's Agreement on Quality and Corporate Social Responsibility, as amended from time to time, and a copy of which will be made available to the Supplier on request;
 - (2) conform to all quality control and other standards and inspection systems established or directed by Bosch and/or Bosch's customers for goods and services, as reasonably required by Bosch and notified to the Supplier, including, but not limited to, the then current versions of quality control policies, such as ISO 9001 or IATF 16949 quality certification, ISO 45001 health and safety certification and ISO 14001 environmental certification, and any registration requirements; and
 - (3) participate in Bosch's and/or Bosch's customer's supplier quality and development programs as reasonably required and directed by Bosch.
- 12. Performance of Services on Site**
- Persons who perform services at Bosch's sites pursuant to these Conditions must comply with Bosch's policies (as advised to the Supplier), instructions given by Bosch or its representatives and all health, safety and environment requirements including those set out below in clause 13. Bosch's liability to the Supplier or the Supplier's Personnel (as defined in clause 13.1(1)) for injury or death suffered in the course of performance of the services is limited to the extent this is directly caused by Bosch's negligent act or omission. The Supplier will be liable for any liabilities, losses, costs or damage incurred by Bosch including as a result of claims by third parties, in connection with any adverse environmental event caused on site resulting from the Supplier's acts or omissions, including those of the Supplier's Personnel, in the performance of services.
- 13. Health, Safety and the Environment (HSE)**
- 13.1 The Supplier shall comply with all relevant laws (including regulations, codes of practice and where relevant, Australian and New Zealand standards or other standards applicable in the place of manufacture of the goods or of performance of the services) which govern:
- (1) employment of employees/workers and engagement of contractors and subcontractors, and persons working under other arrangements including but not limited to volunteers, interns and students (each of which persons mentioned in this clause are referred to as **Personnel**);
 - (2) protection of the environment; and
 - (3) work health and safety.
- 13.2 The Supplier shall have in place adequate systems of work and policies to ensure that it meets its obligations in relation to the matters outlined in clauses 13.1(1) to (3) above, including but not limited to setting up and developing a management system in accordance with ISO 14001 where reasonably required by Bosch.
- 13.3 In the event that the services are sub-contracted with Bosch's prior written approval, the Supplier shall ensure the sub-contractor performs the services in accordance with these Terms. The Supplier will remain the party responsible for ensuring that the services are performed safely and in accordance with these Terms.
- 13.4 The Supplier must appoint a person with adequate knowledge and capability to act as its HSE responsible person, and Bosch will provide HSE instructions to that person. The Supplier must ensure Personnel receive sufficient training. The Supplier shall ensure all relevant Personnel hold valid and relevant certificates and/or licences that are required to perform the services.
- 13.5 The Supplier shall organise regular HSE inspections as appropriate to ensure its Personnel comply with all relevant requirements. Bosch has the right to conduct checks on regular or random intervals. The Supplier must

- implement corrective measures if Bosch finds any matter that requires remedy, and appropriate action(s) must be taken as agreed. Bosch reserves the right to take measures including but not limited to giving warnings, suggesting corrective actions to be taken within a specific timeframe, terminating the performance of services on site, or terminating an Order in accordance with clause 17 without liability for loss.
- 13.6 In the event of HSE related accidents, the Supplier shall immediately report to Bosch and work with Bosch as reasonably required and directed by Bosch.
- 13.7 In the event that Bosch is required by law or otherwise or a customer of Bosch requires Bosch and its suppliers to participate in any human rights, social responsibility, energy saving (or green initiative) or other environmental protection program, the Supplier must provide Bosch, at the Supplier's reasonable cost and expense, with the Supplier's participation in such program as Bosch reasonably directs, including, but not limited to providing Bosch with certification of such participation.
- 14. Provision of Materials, Equipment and Data**
- 14.1 Materials, components, containers and special packaging provided by Bosch to the Supplier (**Materials**) remain Bosch's property (unless Bosch agrees to sell the Materials to the Supplier separately, in which case this clause 14.1 will not apply), and may only be used in accordance with their intended purpose of supply to Bosch in accordance with these Terms. Any surplus or scrap Materials must be returned to Bosch without delay. Materials must not be incorporated into any goods manufactured by the Supplier or any third party unless Bosch agrees in writing.
- 14.2 All tools, gauges, jigs and other equipment provided by Bosch to the Supplier (**Equipment**) and drawings, models, samples, blueprints, specifications and other data provided by Bosch to the Supplier (**Data**) remain Bosch's property.
- 14.3 Unless otherwise agreed in writing with Bosch, all Materials, Equipment and Data must be returned to Bosch (together with all copies) within 12 months of the date the Materials, Equipment or Data is provided to the Supplier or the cancellation of the Order pursuant to which the Materials, Equipment or Data was provided to the Supplier. The Supplier must not provide any Materials, Equipment or Data (or copies of Materials, Equipment or Data) or any products comprising the Materials or Equipment and Data to a third party without Bosch's prior written consent. If the Supplier fails to return any Materials, Equipment or Data when due, Bosch may, without notice, enter any premises where it suspects the Materials, Equipment or Data may be located and remove the Materials, Equipment or Data, or any goods that are Bosch's property, without committing a trespass, even though they may have been attached to Other Goods or land not the property of the Supplier. For this purpose and for the purpose set out in clause 14.6, the Supplier irrevocably licenses Bosch to enter such premises and the Supplier must also provide all reasonable assistance to Bosch in such inspections and recovery.
- 14.4 All Materials and Equipment and Data must be kept secure, maintained and kept in good working order and condition. The Supplier agrees to replace any Materials and Equipment and Data that are damaged, lost, rendered unusable or destroyed without cost to Bosch.
- 14.5 The Supplier must ensure that the Supplier and its Personnel do not copy, reverse engineer, destroy, encumber, misuse, part with possession of or modify any Materials, Equipment or Data.
- 14.6 Bosch may at any time inspect at the Supplier's premises: (a) the Materials, Equipment or Data; (b) the goods being supplied to Bosch (or components of the goods); and/or (c) the processes of manufacture and packing, labelling or storage of such goods.
- 15. Confidentiality and Privacy**
- 15.1 The Supplier must ensure that the Supplier and its Personnel do not provide or disclose any Data or other information provided by Bosch to the Supplier or these Terms (**Confidential Information**) unless:
- (1) the information is in the public domain (other than by reason of a breach of these Terms);
 - (2) the disclosure is approved by Bosch in writing; or
 - (3) the disclosure is required by law.
- 15.2 Confidential Information may only be disclosed to and used by the Supplier's Personnel who have a need to know (and only to the extent that each has the need to know) for the purpose of the Supplier fulfilling the Supplier's obligations under these Terms. The Supplier agrees to maintain adequate security measures to safeguard any Confidential Information from access or use by any unauthorised person. The Supplier must, on becoming aware of any breach of confidentiality, immediately inform Bosch, investigate the breach and report to Bosch as to the outcome of the investigation.
- 15.3 The Supplier agrees that Bosch may use and/or disclose information provided by the Supplier to register any security interest granted under these Terms on public registers including the personal property securities register in any relevant country. This may include disclosure of information of the Supplier that is not publicly available (including the existence of or contents of these Terms). Such disclosure is authorised to the extent necessary in connection with an exercise of rights under these Terms or a transfer or other dealing with rights or obligations under these Terms, or to officers, employees, agents, contractors, legal and other advisors and auditors of Bosch, or in accordance with the consent of the Supplier (not to be unreasonably withheld) or as required by any law (other than section 275(1) of the PPSA unless section 275(7) of the PPSA applies) or as required by any stock exchange or rating agency.
- 15.4 At all times, the Supplier must comply with all laws regulating the collection, retention, use and disclosure of "personal information" (as that term is defined in *Privacy Act 1988* (Cth) and *Privacy Act 2020* (NZ) (as applicable)) (**Personal Information**), including the *Privacy Act 1988* (Cth), *Privacy Act 2020* (NZ) and any other legislation or regulation which may be enacted from time to time (**Privacy Laws**) by which the Supplier and/or Bosch are bound and must not do anything with the Personal Information that will cause Bosch to breach any Privacy Law. The Supplier must notify Bosch promptly if it becomes aware that any Personal Information has been disclosed in breach of this clause 15.4 or any Privacy Law.
- 15.5 Without limiting clause 15.4, the Supplier must ensure that it has all necessary approvals and consents to provide to Bosch any Personal Information which it has provided to Bosch in connection with the provision of goods and services under these Terms. The Supplier warrants that it has obtained such consents and approvals and at the time of supplying any Personal Information to Bosch, the Supplier is entitled to do so.
- 15.6 The Supplier acknowledges that any Personal Information it provides to Bosch may be used, disclosed or dealt with in accordance with Bosch's privacy policy as published from time to time. A copy of Bosch's privacy policy may be made available to the Supplier or may be accessed by the Supplier on Bosch's website.
- 16. Intellectual Property**
- 16.1 For the purposes of these Terms, '**Intellectual Property**' means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, circuit layouts, copyright and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time.
- 16.2 Where the Supplier accepts an offer or Order from Bosch for the development by the Supplier of goods or of other work product through the performance of services, the Supplier acknowledges and agrees that all Intellectual Property developed by the Supplier, the Supplier's Personnel in the course of developing the goods or providing the services (**Developed IP**) will vest in Bosch effective on creation, and the Supplier must assign to Bosch, or procure the assignment to Bosch, all rights to or interests in any Developed IP. If reasonably requested by Bosch, the Supplier must do all things reasonably necessary to assist Bosch, at Bosch's cost, to obtain the relevant patent, copyright or other Intellectual Property rights in Bosch's name, anywhere in the world.
- 16.3 Any Intellectual Property existing in or in relation to any Equipment and Data remains Bosch's sole property.
- 16.4 The Supplier acknowledges that Bosch owns or licenses a number of registered trade marks and other marks, brands and logos (**Trade Marks**). Goods which bear Bosch's Trade Marks or produced pursuant to or with designs owned by or licensed to Bosch or Bosch's Materials, Equipment or Data must only be sold to Bosch. Where goods have been rejected or not taken up by Bosch, the Supplier must obtain Bosch's written consent to sell such goods to a third party. If such consent is given, the Supplier must remove all references to Bosch's Trade Marks from those goods before they are offered for sale.
- 16.5 The Supplier shall not use any Trade Mark or any other promotional material of Bosch or its Related Companies without Bosch's prior written consent.
- 16.6 The Supplier must comply with Bosch's directions and policies in relation to the Trade Marks, including as published at <http://www.bosch.com.au/terms> from time to time.
- 16.7 The Supplier shall not use, or apply to register, a trade mark, business name, company name or domain name which incorporates any Trade Marks, or any substantially identical or misleadingly similar words.
- 16.8 The Supplier shall not, and shall ensure that the Supplier's Personnel do not:
- (1) disparage Bosch or any of Bosch's Trade Marks, products or services; or
 - (2) do anything likely to damage Bosch's reputation or any of Bosch's Trade Marks, products or services.
- 16.9 Upon Bosch's reasonable request, the Supplier must provide Bosch with any information and data relating to the Supplier's Intellectual Property with regard to the design, manufacture, engineering, transportation, installation, operation, use or maintenance of the goods and services provided under these Terms, including as may be necessary for Bosch to utilise such goods or services. The Supplier must also promptly inform Bosch of all third-party Intellectual Property claims in respect of any of the Supplier's Intellectual Property in respect of the goods and services provided under these Terms, and provide any document, file or other information reasonably required by Bosch and any information about the Intellectual Property which is the subject matter of such claims.
- 17. Cancellation**
- 17.1 Without limitation to Bosch's rights under clause 3.4, Bosch may terminate, cancel or suspend an Order (with or without prior notice as Bosch may reasonably determine in Bosch's sole discretion) if:
- (1) the Supplier breaches or repudiates these Terms or that (or any other) Order including any warranty or representation;
 - (2) the Supplier fails to meet quality requirements so as to endanger the timely and proper performance of any Order;
 - (3) the Supplier defaults in paying any sums due to Bosch under these Terms;
 - (4) as assessed by Bosch in its reasonable opinion, the Supplier's financial or other condition or progress in relation to an Order may endanger the timely and proper performance of any Order;
 - (5) the Supplier is an individual and becomes insolvent, bankrupt, commits any act of bankruptcy, compounds with or enters into any compromise or arrangement with its creditors or if a mortgagee takes possession of any of the Supplier's assets;
 - (6) the Supplier is a company and has a provisional liquidator, liquidator, receiver, receiver and manager, trustee for creditors or in bankruptcy,

- administrator or analogous person appointed to it or its property, or if a mortgagee takes possession of any of the Supplier's assets;
- (7) if the Supplier or any of the Supplier's Personnel:
- are charged with any criminal offence in relation to bribery or corruption; or
 - act in a manner which in Bosch's reasonable opinion, brings Bosch into disrepute; or
 - act dishonestly, fraudulently or illegally; or
 - act in a manner that constitutes a contravention of any applicable law, regulation, code of practice or standard governing occupational health and safety or the environment which exists in Australia, New Zealand or other place of manufacture or place of performance of the services.
- 17.2 Upon termination or cancellation of any Order, the Supplier agrees to:
- immediately cease all work on the Order. If Bosch reasonably requests that the Supplier transfer to Bosch title and deliver to Bosch all or any finished, unfinished goods or materials purchased by the Supplier to complete the Order which cannot be used for other customers, Bosch agrees to pay the Supplier for the finished goods delivered to Bosch that comply with the Order, the reasonable pro rata price of unfinished goods and the cost of such materials; and
 - if reasonably requested by Bosch, fully co-operate in the transition of supply to a new supplier and promptly provide all Materials, Equipment and Data, as well as other information reasonably requested by Bosch.
- 18. Force Majeure**
- Neither party is liable to the other for any failure to deliver or accept goods or services as a result of any acts of God, war, embargo, fire, flood or other natural disasters, industry or state wide industrial disputes, public disturbances, actions or inactions of public authorities or other circumstances provided that in any case that event is not a party's fault and is outside its control (**Force Majeure Event**). Bosch may partially or completely withdraw an Order in accordance with clause 3.4 before delivery or make alternative arrangements for the supply of goods or services from a third party without liability to the Supplier.
- 19. Liability**
- 19.1 Without limitation to any other right Bosch may have under these Terms, the Supplier will be liable for all claims, suits, actions, demands, loss, costs, liabilities, expenses (including legal expenses), judgments and awards (**Costs**) made against or incurred by Bosch arising from the Supplier's breach of warranty, representation or a term of these Terms or of any Order. In the case of defects or faults in goods supplied by the Supplier, this includes any costs or liabilities incurred by Bosch for transport, carriage, labour costs, assembly and disassembly costs, costs of material and costs of incoming goods control.
- 19.2 Bosch is not liable for any indirect, punitive or consequential expense, loss or damage, penalties, interest, loss of profits, revenue, savings, expectation or opportunity, lost production, product development and engineering costs, tooling, administrative costs or similar losses in connection with these Terms or an Order or claims for similar losses by the Supplier's Personnel.
- 20. Recall**
- 20.1 Without limitation to any other right Bosch may have under these Terms, if any goods supplied by the Supplier fail to comply with the warranties in clause 11.1 and this necessitates a recall of any product incorporating the defective goods, whether such recall be made by Bosch or any other party, the Supplier will be liable for all Costs incurred directly or indirectly by Bosch as a consequence of any such recall.
- 20.2 For the purpose of clause 20.1, Costs include any costs, damages or other monies paid or payable by Bosch to any customer, end user or other party as a result of or in connection with such recall.
- 21. Export Control and Customs**
- 21.1 The Supplier shall comply with all applicable export control, customs and foreign trade regulations (**Foreign Trade Regulations**). The Supplier shall advise Bosch in writing within two weeks of receipt of the Order - and in case of any changes without delay - of any information and data required by Bosch to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation, all applicable export list numbers, and details of country of origin of the goods and of the components thereof, including technology and software.
- 21.2 Bosch's obligation to fulfil these Terms is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.
- 22. Insurance**
- 22.1 The Supplier must take out and maintain an annual products liability policy of insurance containing no unusual exclusions and covering all warranties in respect of the goods under these Terms and fully indemnifying Bosch against liability for and as a result of property damage, personal injury or death arising directly or indirectly out of goods manufactured, distributed and sold by the Supplier with an annual cover of not less than AUD\$20 million per occurrence and in the aggregate.
- 22.2 The Supplier must take out and maintain an annual public liability policy of insurance containing no unusual exclusions and fully indemnifying Bosch against liability for personal injury or death and property damage for not less than AUD \$20 million per occurrence.
- 22.3 Where the Supplier is not the manufacturer of the goods, the Supplier must also ensure that the manufacturer of the goods has the insurance cover set out in clause 22.1.
- 22.4 In the case of provision of professional advice or professional services, where required by Bosch, the Supplier will take out and maintain professional indemnity insurance of no less than AUD\$5 million in the aggregate.
- 22.5 The Supplier is responsible for insuring goods against loss or damage until property in them has passed to Bosch.
- 22.6 The Supplier will arrange insurance cover at full replacement value in respect of loss or damage to the Materials, Equipment or Data provided to the Supplier, to the extent that insurance cover can reasonably be obtained.
- 22.7 The Supplier must produce within 30 days from the date of request and on an annual basis a certificate of insurance to Bosch confirming the insurances referred to above are in force.
- 23. Financial Information**
- If the Supplier defaults or suspends payments or, in the reasonable view of Bosch, has payment and liquidity problems, the Supplier agrees to promptly provide such reasonable financial information in relation to its business and operations as may be reasonably requested by Bosch. Bosch will keep confidential any non-public information provided to Bosch pursuant to this clause and only use such information for the purpose of assessing the Supplier's ongoing ability to comply with these Terms or to enforce an Order.
- 24. Modern Slavery**
- 24.1 For the purposes of these Terms:
- '**Modern Slavery**' means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited under all applicable Modern Slavery Laws;
 - '**Modern Slavery Laws**' means any antislavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Schedule 1 Divisions 270 & 271 of the *Criminal Code Act 1995* (Cth), the *Modern Slavery Act 2018* (Cth) and *Crimes Act 1961* (NZ); and
 - '**Government Agency**' means any government or governmental, semi-governmental, administrative, monetary, fiscal, taxation or judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in any part of the world, including a self-regulatory body established under statute or a stock exchange.
- 24.2 The Supplier undertakes, warrants and represents that:
- neither the Supplier nor any of its Personnel has engaged in, is engaging in, or to the best of its knowledge, has been investigated by a Government Agency for Modern Slavery;
 - it has submitted and will submit in the future any Modern Slavery Statement required under the *Modern Slavery Act 2018* (Cth) or any other Modern Slavery Laws;
 - it will take all reasonable steps to ensure no Modern Slavery occurs in the operations and supply chains of the Supplier; and
 - it will notify Bosch immediately in writing of any actual or suspected Modern Slavery in its operations or supply chains.
- 24.3 The Supplier must, at its own cost, undertake all reasonable remediation actions to address any actual or suspected Modern Slavery in its operations or supply chain notified in clause 24.2(4), within a reasonable timeframe as decided by Bosch in consultation with the Supplier.
- 24.4 The Supplier will respond, within a reasonable timeframe, to requests for information by Bosch to enable Bosch to comply with its obligations under the *Modern Slavery Act 2018* (Cth) and any other Modern Slavery Laws. This obligation of the Supplier will continue after termination of an Order or these Terms, to the extent necessary.
- 25. Anti-Money Laundering and Corruption**
- 25.1 For the purposes of this clause 25:
- '**AML and Corruption Laws**' means:
 - any laws, rules, regulations, industry codes or orders relating to anti-bribery, anti-corruption, fraud or other similar activities, including but not limited to, the *Criminal Code Act 1995* (Cth) and *Crimes Act 1961* (NZ); and
 - anti-money laundering and anti-terrorist financing statutes, rules and regulations of all jurisdictions applicable to the Supplier, including but not limited to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and *Anti-Money Laundering and Countering Financing of Terrorism Act (2009)* (NZ);
 - '**Restricted Person**' means a person that is (i) subject to, or owned or controlled by a person subject to, Sanctions; (ii) located in or organised under the laws of a country or territory that is the subject of country- or territory-wide Sanctions, or a person who is owned or controlled by, or acting on behalf of such a person; or (iii) otherwise a subject of Sanctions; and
 - '**Sanctions**' means any applicable financial, economic and trade sanctions (whether primary or secondary), and export controls laws and regulations (or any similar restrictions), including those imposed by the governments of Australia, the United Kingdom, European Union and the United States of America.
- 25.2 The Supplier warrants that neither it nor any of its Related Companies, or their respective Personnel, has offered or given, or will offer or give, anything of value or advantage (including any offer of gifts, entertainment, payments, loans or other favours) to:
- any officer or employee of Bosch, in order to influence or reward any action relating to Bosch, these Terms or any Order;
 - any government official, in order to influence or reward any action relating to Bosch, these Terms or any Order;
 - any other person where it knows or reasonably should know that the same (or part thereof) will be offered, promised or given to:

- (a) a government official in order to influence or reward action relating to Bosch, these Terms or any Order; or
- (b) any person in order to influence or reward such person for acting improperly.
- 25.3 The Supplier will comply with all local, state, national and international applicable laws, rules and regulations related to ethical conduct and responsibility in all jurisdictions within which the Supplier does business with Bosch, including but not limited to all such laws, rules and regulations relating to human rights (including but not limited to Modern Slavery and the supply of conflict minerals), environmental protection, sustainable development, and AML and Corruption Laws.
- 25.4 The Supplier represents and warrants that neither it nor any of its Related Companies, or their respective Personnel:
- (1) are or will become a Restricted Person;
 - (2) has sourced or will source goods or services, directly or indirectly, from a Restricted Person; or
 - (3) will violate any relevant Sanctions.
- 26. Prohibition and declaration of substances**
- 26.1 The Supplier must comply with the Bosch Norm N2580, as amended from time to time, a copy of which will be made available to the Supplier on request. Upon reasonable request by Bosch, the Supplier must provide all information relating to the requirements of Bosch Norm N2580 or as otherwise reasonably requested in order to comply with applicable law and/or customer requirements, including but not limited to:
- (1) a list of all substances or materials in goods and services;
 - (2) the amount of all substances or materials; and
 - (3) information concerning any changes in or additions to the substances or materials.
- 26.2 Before goods and services are shipped, the Supplier must give Bosch sufficient warning in writing (including appropriate labels on all goods and services, containers, and packing, including, without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is a substance or material or is otherwise part of the goods and services, together with any special handling instructions that are needed to advise carriers, Bosch, and their respective employees or others handling the goods and services on how to take appropriate measures while handling, transporting, processing, using or disposing of the goods and services, containers, and packing to best prevent bodily injury or property damage.
- 27. Conflict of Interest and Non-solicitation**
- 27.1 The Supplier represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of the Supplier or its Personnel. The Supplier agrees that while the Order is in effect, the Supplier and those of its Personnel participating in the performance of the Order will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to the Supplier's relationship with Bosch or its performance of the Order.
- 27.2 Other than in respect of a customer of Bosch who has directed Bosch to engage the Supplier to provide the goods or services the subject of the Order, the Supplier must not directly or indirectly solicit any Bosch customer for the sale of the goods and services the subject of the Order, goods and services which are substantially similar to such goods and services or any goods and services substantially similar to those otherwise provided by Bosch to the Bosch customer.
- 28. Place of Jurisdiction, Applicable Law**
- 28.1 These Terms are subject to the laws of Victoria, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria (and any court which may hear appeals from those courts).
- 28.2 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 excluded.
- 29. General**
- 29.1 The Supplier must not assign or sub-contract all or any of its rights or obligations under these Terms in whole or in part without Bosch's prior written consent.
- 29.2 Bosch does not waive its rights, powers and discretions under these Terms by failing to exercise its rights, only exercising part of its rights or delaying in the exercise of its rights.
- 29.3 Notwithstanding anything to the contrary in these Terms, if an Order is a "small business contract" within the meaning of the Australian Consumer Law, nothing in the Order or these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy or the imposition of any liability under the Australian Consumer Law.
- 29.4 Any provision of these Terms will be read down to the extent necessary to prevent that provision or these Terms being invalid, voidable or unenforceable in the circumstances.
- 29.5 The Supplier must do all things and execute all further documents necessary to give full effect to these Terms and promptly give Bosch all assistance and information (including signing any documents) as Bosch reasonably requests to ensure that Bosch has a perfected first ranking security interest in all Materials, Equipment or Data supplied by Bosch to the Supplier (and the proceeds thereof).
- 29.6 An Order and any document to be signed under these Terms may be signed by electronic means, including an electronic execution platform such as DocuSign. Execution by electronic means will satisfy any statutory or other requirements for an Order or these Terms to be in writing and signed by that party.
- 29.7 To the extent Bosch enters into any Order through or on behalf of one or more of its Related Companies:
- (1) obligations of the Supplier are also owed to, and the rights of Bosch are also granted to, each such Related Company; and
 - (2) notwithstanding the fact that any such Related Companies are not parties to an Order or these Terms, Bosch may enforce those obligations as trustee for, and for the benefit of, those Related Companies.
- 29.8 A notice to be given by a party to the other party under these Terms must be in writing, directed to the party's address as specified in the relevant Order (or to such other address notified in writing by the receiving party) and left at or sent by prepaid registered post or hand delivery to that address. A notice will be deemed to be given: (i) on the day of delivery; (ii) 3 days after the date of posting by prepaid registered post if you are located in Australia; or (iii) 14 days after the date of posting by prepaid registered post if you are located outside Australia, as the case may be.