

## 1. Definitions and Interpretation

**Bosch:** means Robert Bosch Limited (registered in the UK with company number SC013418) whose registered office is at c/o Bosch Rexroth, Viewfield Industrial Estate, Glenrothes KY6 2RD.

**Business Day:** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Confidential Information:** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, relating to Bosch's business, clients, customers, products, pricing, assets, affairs and finances confidential to Bosch and trade secrets including, without limitation, technical data and know-how relating to Bosch's business or any of its suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information (if in anything other than oral form) is marked confidential.

**Contract:** means the contract between Bosch and the Customer for the supply of the Goods and/or Services in accordance with these Terms.

**Customer:** means the person or firm who purchases the Goods and/or Services from Bosch.

**Data Protection Laws:** means any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including without limitation (i) the Data Protection Act 2018; (ii) the UK General Data Protection Regulation as it forms part of the law in the UK by virtue of section 3 of the European Union Withdrawal Act 2018; (iii) the UK Privacy and Electronic Communications Regulations 2003; and, where relevant, (iv) the EU General Data Protection Regulation 2016.

**Force Majeure Event:** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, failure of energy sources or transport network, raw material shortages, acts of God, war, terrorism, civil commotion, malicious damage, breakdown of plant or machinery, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

**Goods:** means the products (or any part of them) set out in the Order.

**Intellectual Property Rights:** means any patents, rights to inventions, copyright and related rights, trademarks, trade names, rights to goodwill or to sue for passing off rights in designs, unfair competition rights, rights in computer software, database rights, rights in confidential information (including know-how), utility models and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** means the Customer's order for the supply of Goods and/or Services in whatever form.

**Services:** means the services supplied by Bosch to the Customer set out in the Order.

**Specification:** means any specification for the Goods and/or Services (as applicable) that is produced by Bosch, including in the case of Goods any related plans and drawings.

**Terms:** means the terms and conditions set out in this document (as amended by Bosch and notified to the Customer from time to time).

**WEEE Regulations:** means The Waste Electrical and Electronic Equipment Regulations 2013 (as amended, consolidated or re-enacted from time to time).

1.1 In addition to the specific meanings of the words detailed above, the following rules apply to the general construction of these

Terms:

1.1.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted; and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.1.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.1.3 Subject to clause 18.2, a reference to writing or written includes e-mails.

1.1.4 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 2. The Application of these Terms

2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Terms which Bosch may accept or reject in its absolute discretion. The Customer shall ensure that the terms of the Order are complete and accurate.

2.3 The Order shall be deemed to be accepted by Bosch when Bosch issues a written acceptance of the Order or supplies the Goods and/or Services to the Customer in accordance with clause 3, whichever takes place earlier, at which point the Contract shall come into existence on these Terms.

2.4 Subject to clause 2.6 and 14.5, the Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Bosch which is not set out in the Contract. Any samples, drawings, descriptive matter, advertising or quotation issued by Bosch and any descriptions or illustrations contained in Bosch's catalogues or brochures shall not form part of the Contract.

2.5 A quotation for the Goods and/or Services given by Bosch shall not constitute an offer. Unless otherwise agreed in writing or withdrawn earlier by Bosch in writing, a quotation shall only be valid for a period of 28 Business Days from its date of issue.

2.6 In case of conflict between these Terms and the provisions of any supplemental trading terms agreed between the parties, the supplemental trading terms shall prevail.

## 3. Delivery of Goods

3.1 The Goods shall be delivered to the Customer as set out in the relevant Order or Order acknowledgement, which shall specify whether the Goods are to be delivered by Bosch to the Customer or collected by the Customer from Bosch.

3.2 Where Bosch is delivering Goods to the Customer:-

3.2.1 Bosch shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (the "**Delivery Location**") at any time after Bosch notifies the Customer that the Goods are ready;

3.2.2 delivery of the Goods shall be completed on arrival of the Goods at the Delivery Location; and

3.2.3 if the Customer fails to take delivery of the Goods at the Delivery Location then, unless the parties agree otherwise, the Customer will be required to collect the Goods on the terms set out in clause 3.3 below.

- 3.3 Where the Customer is collecting the Goods:-
- 3.3.1 the Customer shall collect the Goods from Bosch's premises or such other location as may be advised by Bosch prior to delivery (the "**Collection Location**") within 3 Business Days of Bosch notifying the Customer that the Goods are ready; or
- 3.3.2 delivery of the Goods shall be completed on the completion of loading of the Goods at the Collection Location or, when the Goods are made available for collection by the Customer from the Collection Location, as applicable.
- 3.4 Any dates quoted for delivery of Goods are approximate only, and the time of delivery is not of the essence.
- 3.5 If Bosch fails to deliver the Goods, its liability shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro-rata price against the invoice for the Goods.
- 3.6 Bosch shall be liable for any damage to or loss of all or part of the Goods in transit (where the Goods are carried by Bosch's own transport or by a carrier on Bosch's behalf), provided that the Customer notifies Bosch within 10 Business Days of delivery and the Goods have been handled in accordance with Bosch's stipulations. Any remedy under this clause shall be limited, at Bosch's option, to the replacement or repair of any Goods proven to Bosch's satisfaction to have been damaged in transit. Bosch shall be entitled to claim compensation from the Customer for any expenses Bosch incurs, in the event of unjustified claims.
- 3.7 Bosch shall have no liability for any delay or failure to deliver the Goods to the extent caused by a Force Majeure Event or the Customer's failure to provide Bosch with adequate delivery instructions or any other instructions relevant to the supply of the Goods.
- 3.8 If the Customer fails to take delivery of the Goods, then:
- 3.8.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Bosch attempted delivery under clause 3.2 or 3.3, as applicable; and
- 3.8.2 Bosch shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.9 If, 15 Business Days after Bosch notified the Customer that the Goods were ready for delivery, the Customer has not taken delivery of them, Bosch may resell or otherwise dispose of part or all of the Goods and, after deducting all costs and expenses, account to the Customer for any excess over the price already paid or charge the Customer any shortfall between the Contract price and such costs and expenses.
- 3.10 The Customer shall not be entitled to reject the Goods if Bosch delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer within 14 days of delivery that the wrong quantity of Goods was delivered.
- 3.11 Bosch may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel the Contract or any other instalment.
- 3.12 Bosch reserves the right to substitute or otherwise modify the Goods in any manner provided the substitute or otherwise modified Goods function in substantially the same way.
- 3.13 The Customer agrees to comply fully, at its own expense, with all applicable import and export laws, restrictions, national security controls and regulations of the United Kingdom and any other applicable local law or regulation. Unless agreed otherwise, the Customer shall be solely responsible for obtaining any and all necessary import or export licences or permits necessary for the delivery to the Customer, and the
- Customer shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and/or delivery of the Goods.
- 3.14 Export Control
- 3.14.1 Each party is entitled to refuse to perform its obligations under the Contract insofar as the performance is prohibited or impaired by foreign trade laws (including, without limitation, national and international [re-]export control and customs regulations, including embargos and other sanctions) which is – in accordance with these laws – applicable to the Contract (hereinafter "**Foreign Trade Law**"). In such cases, either party is entitled to terminate the Contract to the extent necessary.
- 3.14.2 In case of delay in the performance of obligations under the Contract caused by licensing, authorisation or similar requirements or caused by other Foreign Trade Law procedures (hereinafter "**Authorisation**"), the time of performance for such obligations is extended/moved accordingly and neither party shall have any liability for non-compliance related to such delay. Should an Authorisation be denied or not granted within 12 months after filing the application, Bosch is entitled to terminate the Contract to the extent the performance of the obligation requires this Authorisation.
- 3.14.3 Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance according to clause 3.14.1 or delay in performance according to clause 3.14.2.
- 3.14.4 Upon Bosch request, the Customer shall provide any information and documents necessary to comply with Foreign Trade Law or as requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on the end customer/user, the destination and the intended end -use of the Goods/Services. Bosch may, in its sole discretion, refuse to perform its obligations under the Contract or terminate the Contract, if the Customer does not provide Bosch with such information or documents within a reasonable time period.
- 3.14.5 In the event that the Customer provides to any third party (specifically including any affiliate of the Customer) any Goods/Services, the Customer shall comply with applicable Foreign Trade Law. Bosch is entitled to refuse to perform its obligations under the Contract and to terminate the Contract, if the Customer breaches this obligation.
- 3.14.6 To the extent permitted by applicable law, Bosch shall have no liability for any claims of the Customer for damages related to or arising from Bosch' refusal to perform obligations under the Contract or termination of the Contract in accordance with clauses 3.14.1, 3.14.2, 3.14.4 and 3.14.5.
- 3.14.7 For delivery of goods across customs borders to Bosch, the Customer is obliged to provide Bosch with all required documents and information such as commercial invoice and delivery notes, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to Bosch, the Customer is obliged to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only" in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively software.
- 3.14.8 Unless explicitly agreed otherwise in writing, the customs-cross-border supply of software, software know-how, technology or other data (e.g. map data)

shall be performed exclusively by electronic means (e.g. e-mail or download). This paragraph does not cover the supply of embedded software.

#### 4. The Goods

4.1 Bosch warrants that on delivery, and, where specified in the Order for a period of 12 months (or such other period that Bosch confirms in writing) from the date of delivery (the "**Warranty Period**"), the Goods shall:

- 4.1.1 conform in all material respects with any applicable Specification;
- 4.1.2 be free from material defects in material and workmanship; and
- 4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

For the avoidance of doubt, Bosch specifically excludes any implied or express warranty, representation or condition of the Goods' fitness for a particular purpose.

4.2 Subject to clauses 4.3 and 4.4, if:

- 4.2.1 the Customer gives notice in writing (in such manner as Bosch instructs) to Bosch during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 4.1; and
- 4.2.2 Bosch is given a reasonable opportunity of examining such Goods; and
- 4.2.3 the Customer (if asked to do so by Bosch) returns such Goods (in such manner as Bosch instructs) to Bosch's place of business at the Customer's cost,

Bosch shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full or in part, and, in any event Bosch's liability shall not exceed the amount paid by the Customer for the Goods.

4.3 Bosch shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:

- 4.3.1 the Customer or any other party makes any further use of such Goods after giving notice in accordance with clause 4.2; or
- 4.3.2 the defect arises because the Customer or any other party failed to follow Bosch's oral or written instructions as to the storage, use and maintenance of the Goods or (if there are none) good trade practice; or
- 4.3.3 the Customer or any other party alters or repairs such Goods without the written consent of Bosch; or
- 4.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or is an error that Bosch is unable to reproduce having carried out further tests.

4.4 If, having carried out the necessary examinations and tests under this clause 4, Bosch believes (in its reasonable opinion) that the Goods do comply with the warranty set out in clause 4.1, the Customer shall reimburse Bosch for any reasonable costs that have been incurred in examining and testing the relevant Goods.

4.5 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

4.6 These Terms shall apply to any repaired or replacement Goods supplied by Bosch; save that any such repaired or replacement Goods shall only be warranted for the residual unexpired Warranty Period, if any.

#### 5. Title and Risk

5.1 The risk in the Goods shall pass to the Customer on completion of delivery or deemed delivery (in accordance with clause 3.8.1).

5.2 Title to the Goods shall not pass to the Customer until Bosch has received payment in full (in cash or cleared funds) for:

- 5.2.1 the Goods; and
- 5.2.2 any other goods or services that Bosch has supplied to the Customer in respect of which payment has become due; and
- 5.2.3 all other sums however arising which are or which become due to Bosch from the Customer on any account.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

- 5.3.1 hold the Goods on a fiduciary basis as Bosch's bailee;
- 5.3.2 not assign, underlet, pledge, mortgage, charge, encumber or part with possession of the Goods or any interest in the Goods nor create or allow to be created over the Goods any lien;
- 5.3.3 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Bosch's property;
- 5.3.4 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.3.5 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 5.3.6 notify Bosch immediately if it becomes subject to any of the events listed in clause 9.2;
- 5.3.7 give Bosch such information relating to the Goods as Bosch may require from time to time; and
- 5.3.8 grant Bosch, its agents and employees an irrevocable licence at any reasonable time without the need of consent of any third party to enter upon any premises of the Customer for the purposes of removing the Goods, only using such force as may be necessary to this end.

5.4 Notwithstanding clauses 5.2 and 5.3, the Customer may use or resell the Goods in the ordinary course of its business on an arms' length basis.

5.5 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 9.2, or Bosch reasonably believes that any such event is about to happen and notifies the Customer accordingly then:

- 5.5.1 the Customer's right and that of any third party acting for and on behalf of the Customer to sell the Goods as set out in clause 5.4 shall cease; and
- 5.5.2 provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Bosch may have, Bosch may at any time require the Customer to deliver up the Goods or enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

5.6 Bosch shall be entitled to recover payment for the Goods notwithstanding that title to the Goods has not passed to the Customer.

#### 6. Supply of Services

6.1 Bosch shall provide the Services to the Customer in accordance with the Specification in all material respects.

6.2 Bosch shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 Bosch shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Bosch shall notify the Customer in any such event.

6.4 Bosch warrants to the Customer that the Services will be provided using reasonable care and skill.

## 7. Customer's Obligations

7.1 The Customer shall:

- 7.1.1 ensure that the terms of the Order are complete and accurate;
- 7.1.2 co-operate with Bosch in all matters relating to the Services;
- 7.1.3 provide Bosch, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Bosch to provide the Services and deliver the Goods;
- 7.1.4 provide Bosch with such information and materials as Bosch may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 7.1.5 prepare the Customer's premises for the supply of the Services;
- 7.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 7.1.7 keep and maintain all materials, equipment, documents and other property of Bosch ("**Bosch Materials**") at the Customer's premises in safe custody at its own risk, maintain Bosch Materials in good condition until returned to Bosch, and not dispose of or use Bosch Materials other than in accordance with Bosch's written instructions or authorisation; and
- 7.1.8 provide any other assistance reasonably required by Bosch.

7.2 If Bosch's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

- 7.2.1 Bosch shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Bosch's performance of any of its obligations;
- 7.2.2 Bosch shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Bosch's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- 7.2.3 the Customer shall reimburse Bosch on written demand for any costs or losses sustained or incurred by Bosch arising directly or indirectly from the Customer Default.

7.3 If Bosch's performance of any of its obligations in respect of the Services is prevented as a result of an inability to source spare

parts for the Customer's equipment on which the Services are due to be performed, then Bosch may terminate the Contract without liability to the Customer for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Bosch's failure to perform the Services.

## 8. Price and Payment

8.1 Unless otherwise agreed in writing, the price of the Goods shall be the price as set out by Bosch. The price of the Goods is inclusive of the costs and charges of standard packaging, insurance and in-scope agreed transport. The cost of non-standard packaging and out-of-scope transport of the Goods, if required, shall be paid by the Customer when it pays for the Goods.

8.2 The charges for Services shall be on a time (hourly) and materials basis:

- 8.2.1 the charges shall be set out in Bosch's valid quotation and/ or Specification and shall be calculated as specified by Bosch;
- 8.2.2 Bosch shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Bosch engages in connection with the Services including, but not limited to, travelling expenses, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Bosch for the performance of the Services, and for the cost of any materials, and for any sums owing to Bosch from the Customer under clause 4.4.

8.3 Bosch may, by giving 30 days' prior written notice to the Customer (or immediately on written notice in circumstances beyond Bosch's control) at any time before delivery, increase the price of the Goods and/or Services. Circumstances beyond Bosch's control that may necessitate an increase in the price of the Goods and/or Services on immediate written notice may include unforeseen increases in Bosch's external production and supply costs, which may include, but are not limited to, the costs of warehousing, transportation, utilities and energy supply, raw materials, components and foreign currency exchange; payment of applicable taxes, customs and duties; and the cost of complying with changes in applicable laws.

8.4 The price of the Goods and/or Services is exclusive of amounts in respect of value added tax (VAT) or any other relevant taxes. The Customer shall, on receipt of a valid VAT invoice from Bosch, pay to Bosch such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.

8.5 In respect of Goods, Bosch shall invoice the Customer for the Goods on or at any time after delivery. In respect of Services, Bosch shall invoice the Customer on completion.

8.6 Unless otherwise agreed by Bosch in writing, the Customer shall pay each invoice in pounds sterling (unless another denomination is agreed in writing) in full and cleared funds within 30 days of the date of the invoice.

8.7 Notwithstanding the above, Bosch reserves the right to require payment for the Goods and Services to be made on or, in advance of delivery and/ or completion, as applicable.

8.8 Payment shall be made to the bank account nominated in writing by Bosch. Time of the Customer's payment is of the essence.

8.9 Without prejudice to any other rights or remedies it may have, if the Customer fails to make any payment due to Bosch under the Contract by the due date for payment, then Bosch may:

- 8.9.1 suspend future delivery of the Goods and/or Services under the Contract and under any other contract for the supply of goods and/or services from Bosch to the Customer; and

- 8.9.2 charge the Customer interest on the overdue amount at the rate of 5% per annum above Barclays Bank's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date for payment until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
- 8.9.3 require all unpaid invoices to become immediately due for payment.
- 8.10 Without prejudice to any other rights or remedies it may have, in the event Bosch makes available credit facilities to the Customer and the credit limit is reached, Bosch may suspend future delivery of the Goods and/or Services under the Contract and under any other contract for the supply of goods and/or services from Bosch to the Customer unless and until the Customer satisfies all or part of the credit as Bosch may demand, at its absolute discretion.
- 8.11 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Bosch in order to justify withholding payment of any such amount in whole or in part. Bosch may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Bosch to the Customer.
- 8.12 If the Contract is terminated for any reason, the Customer shall immediately pay any outstanding unpaid invoices and interest due to Bosch. If Bosch agrees that the Customer can amend or cancel an Order, the Customer's liability to Bosch shall be limited to payment of all costs reasonably incurred by Bosch in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation; except where the amendment or cancellation results from Bosch's failure to comply with its obligations under this Contract.
- 9. Customer's Insolvency or Incapacity**
- 9.1 If the Customer becomes subject to any of the events listed in clause 9.2, or Bosch reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to Bosch, Bosch may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Bosch without incurring any liability to the Customer, and all outstanding sums in respect of Goods and/or Services supplied to the Customer shall become immediately due.
- 9.2 For the purposes of clause 9.1, the relevant events are:
- 9.2.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- 9.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or
- 9.2.3 (being an individual) the Customer is the subject of a bankruptcy petition or order; or
- 9.2.4 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 9.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or (being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or
- 9.2.6 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
- 9.2.7 the other party applies to court for, or obtains a moratorium under Part A1 of the Insolvency Act 1986; or
- 9.2.8 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to clause 9.2.8 (inclusive); or
- 9.2.9 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
- 9.2.10 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- 9.2.11 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.
- 10. Termination**
- 10.1 Either party may terminate the Contract at any time by giving the other party no less than one month's written notice.
- 10.2 Without prejudice to any other rights or remedies it may have, Bosch may immediately terminate the Contract if:
- 10.2.1 the Customer commits a serious breach of the Contract and, in the case of a breach which is capable of remedy, fails to remedy the breach within 10 Business Days of receiving notice from Bosch giving details of the breach and requiring it to be remedied; or
- 10.2.2 the Customer fails to pay any amount due under the Contract on the due date and remains in default for not less than 5 Business Days after being notified to make such payment; or
- 10.2.3 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- 10.2.4 Bosch becomes aware or is of the reasonable opinion that the Customer is in breach of the Bribery Act 2010; or
- 10.2.5 the Customer commits any act or omission that in the sole opinion of Bosch adversely affects Bosch's goodwill, damages the reputation of Bosch or otherwise brings Bosch into disrepute.

- 10.3 Termination of Contract shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 10.4 On termination of the Contract for any reason:
- 10.4.1 the Customer shall immediately pay to Bosch all outstanding unpaid invoices and interest, and in respect of Goods and/or Services supplied but for which no invoice has been submitted, Bosch shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- 10.4.2 the Customer shall promptly:
- (i) return to Bosch all equipment, materials and property belonging to Bosch that the Customer has in its custody;
- (ii) return to Bosch all documents and materials (and any copies) containing Bosch's Confidential Information;
- (iii) erase all of Bosch's Confidential Information from its computer systems (to the extent possible); and
- (iv) on request, certify in writing to the other party that it has complied with the requirements of this clause.
- 10.5 On termination of the Contract, clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 11. Limitation of Liability**
- 11.1 Nothing in these Terms shall limit or exclude Bosch's liability under the Contract for:
- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- 11.1.2 fraud or fraudulent misrepresentation; or
- 11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 11.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 11.1.5 any matter in respect of which it would be unlawful for Bosch to exclude or restrict liability.
- 11.2 Subject to clause 11.1, Bosch shall not be liable to the Customer for any:
- 11.2.1 loss of profit (whether direct or indirect) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract; or
- 11.2.2 indirect or consequential loss whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract; or
- 11.2.3 ex gratia or other compensatory payments made to a third party by the Customer or on the Customer's behalf, arising under or in connection with the Contract.
- 11.3 Subject to clauses 11.1 and 11.2, Bosch's total liability to the Customer in respect of all other losses (including indemnified losses) arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid for the Goods and Services under the Contract.
- 11.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12. Force Majeure**
- 12.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event (save for the Customer's obligation to pay for the Goods and/or Services).
- 12.2 In the event a Force Majeure Event takes place, the time for performance of any obligations impacted by the Force Majeure Event shall be extended accordingly.
- 12.3 If the Force Majeure Event prevails for a continuous period of more than 28 days, Bosch may terminate the Contract by giving 20 Business Days' written notice to the Customer. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach occurring prior to such termination.
- 13. Confidentiality**
- 13.1 The Customer shall not at any time use, duplicate, commercially exploit or disclose to any person any Confidential Information, except as permitted by clause 13.2.
- 13.2 The Customer may disclose Bosch's Confidential Information:
- 13.2.1 to those of its employees who need the Confidential Information in order to make use of the Goods and/or Services in the ordinary course of the Customer's business; or
- 13.2.2 if the Customer has obtained prior written consent from Bosch; or
- 13.2.3 as may be required by law, court order, governmental or regulatory authority.
- 13.3 The Customer shall ensure that its employees whom it discloses Bosch's Confidential Information comply with this clause 13.
- 13.4 At Bosch's reasonable request, the Customer shall immediately return, destroy or erase all Confidential Information (including any copies) it holds about Bosch.
- 13.5 Without prejudice to any other rights or remedies that Bosch may have, the Customer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this clause 13 by the Customer. Accordingly, Bosch shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause 13.
- 14. Intellectual Property and Software**
- 14.1 Notwithstanding any other clause of these Terms, no Intellectual Property Rights of either party are transferred or licensed as a result of the Contract except as stated in this clause. The Customer shall not use or exploit Bosch's Intellectual Property Rights in any manner that is competitive with Bosch and other than as expressly set out in this clause.
- 14.2 All Intellectual Property Rights arising out of the performance of the Services (excluding Intellectual Property Rights provided by the Customer) shall be owned by Bosch alone.
- 14.3 The Customer grants Bosch a non-exclusive licence to use the Customer's Intellectual Property Rights for the purpose of providing Services to the Customer.

- 14.4 Where the Customer has been provided with a software licence in respect of any software connected with the supply of Goods and Services (whether by separate licence agreement between the Customer and Bosch, on a "shrink-wrap" or "click-wrap" basis, or by any other means whatsoever) the terms of such license agreement shall supersede these Terms in respect of that software in relation to the licensing of such software and the Customer shall comply with such license agreement.
- 14.5 The Customer shall not remove, obscure, change, supplement or otherwise tamper with any proprietary rights notices, markings or legends provided by Bosch under the Contract.
- 14.6 Bosch shall not be liable to the Customer in relation to claims for infringement of third party registered Intellectual Property Rights unless at least one Intellectual Property Right from the property right family of the same or narrower scope of the third-party Intellectual Property Right in question has been granted by the United Kingdom Intellectual Property Office or the European Patent Office designating the UK.
- 14.7 The Customer shall indemnify Bosch and keep Bosch indemnified from and against (and Bosch shall not be liable to the Customer for) all claims, damage, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any claim alleging that Bosch has infringed the Intellectual Property Rights of a third party in supplying Goods and/or Services in accordance with the Customer's specific instructions or to a specification provided by the Customer.
- 15. Data Protection**
- 15.1 In this clause 15, the terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Processor**" shall have the meanings given to them in the Data Protection Laws, and "**Process**" and "**Processed**" shall be construed accordingly.
- 15.2 The Customer and Bosch shall each Process Personal Data in order to perform their respective obligations under the Contract. This Personal Data shall include the names, job titles and contact details of relevant personnel of the Customer and Bosch (the "**Common Data**").
- 15.3 The Customer and Bosch acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, both parties anticipate that, for the purposes of the Contract, in most instances, the Customer and Bosch shall each be a Controller of the Common Data in common with the other.
- 15.4 In respect of the Common Data, the Customer and Bosch shall each:
- 15.4.1 comply with their respective obligations under the Data Protection Laws;
- 15.4.2 use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Laws; and
- 15.4.3 ensure that all fair processing notices have been given (and / or, as applicable, consents obtained) and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the Contract in accordance with the Data Protection Laws.
- 15.5 Bosch may monitor and record information relating to the Customer's business and trade performance. Bosch may make such information available to credit referencing agencies who may share that information with other businesses in assessing applications for credit and fraud prevention. To the extent such information contains Personal Data, the Customer acknowledges and agrees that Bosch will Process its data for these purposes.
- 15.6 The Customer acknowledges and agrees that Bosch may approach any referees nominated by the Customer.
- 15.7 So far as permitted by law, the Customer shall reply to Bosch in relation to any credit enquiries regarding its trade or business.
- 16. Health and Safety**
- 16.1 Where necessary, Bosch will provide the Customer with information and/or written conditions for the safe and proper use of the Goods.
- 16.2 The Customer shall: ensure that any information and/or written conditions provided by Bosch are communicated to users of the Goods (or products in which the Goods are components); provide all assistance required by Bosch with any recall or service action in relation to the Goods; and that, as far as is practicable, the Goods can be properly used safely and without risk to health.
- 17. WEEE Regulations**
- 17.1 The Customer acknowledges that, pursuant to the WEEE Regulations, Bosch may be required to finance the costs of collection, treatment, recovery and disposal of certain Goods supplied to the Customer.
- 17.2 The Customer shall be liable for and shall indemnify Bosch against any and all claims, actions, liabilities, losses, damages, costs and expenses (including reasonable legal expenses) incurred by Bosch in complying with the WEEE Regulations in respect of the Goods supplied in accordance with these Terms.
- 18. Other Important Information**
- 18.1 Assignment**
- 18.1.1 Bosch may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Bosch.
- 18.2 Notices**
- 18.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing. Termination notices and notifications of a breach shall be delivered personally, sent by pre-paid first-class post, or recorded delivery addressed to:
- For Robert Bosch Limited:** c/o Robert Bosch UK Holdings Limited, C/LSR-GB, PO Box 1092, Uxbridge, UB8 9UX; and
- For the Customer:** at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as the Customer has specified to Bosch in writing in accordance with this clause.
- 18.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.2.1; or if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting.
- 18.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 18.3 Severance**
- 18.3.1 If any court or competent authority finds that any provision of these Terms and/or the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity

and enforceability of the other provisions of the Contract shall not be affected.

- 18.3.2 If any invalid, unenforceable or illegal provision of these Terms and/or the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 18.4 Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.5 A waiver of any right or remedy under these Terms and/or the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Terms and/or the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other

right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 18.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 18.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.8 The Contract, these Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.