

ROBERT BOSCH Thailand**Terms and Conditions of Purchase****1. Definitions**

- 1.1 The "Order" is an offer of Bosch to purchase Goods and/or Services from the Supplier according to these terms
- 1.2 "Goods" means goods described in the Order and which may (without limitation) comprise, include or relate to Software.
- 1.3 "Services", including work and/or other services, means services described in the Order and which may (without limitation) comprise, include or relate to Software.
- 1.4 "Product" means Goods and Services.
- 1.5 "Contract" means the contract between the Supplier and Bosch for the supply of Products to Bosch.
- 1.6 "Bosch" means all (directly and indirectly) affiliated companies of Robert Bosch GmbH (Germany) with their business seat in Thailand (also referred to as "we", "us" or "our" herein). "Supplier" means the person, firm or company referred to on the face of the Order with whom the Contract is made by Bosch.
- 1.7 "Party" means Supplier or Bosch both collectively referred to as "Parties".
- 1.8 "Software" means software and firmware items which are comprised or included in or related to the Products.
- 1.9 "Terms" means these Terms and Conditions of Purchase which shall form a part of the Contract.

2. Application

Our Terms and Conditions of Purchase apply exclusively; general business terms and conditions of the Supplier conflicting with or deviating from our Terms and Conditions of Purchase are only recognized insofar as we expressly agreed to them in writing. Acceptance or payment of Products from the Supplier does not constitute agreement.

3. Conclusion of and Modifications to the Contract

- 3.1 Orders, Contracts and order releases as well as modifications and supplements thereto must be placed and made in writing.
- 3.2 Oral agreements of any kind – including subsequent modifications and supplements to our Terms and Conditions of Purchase – must be confirmed by us in writing to become effective.
- 3.3 The written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.
- 3.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed.
- 3.5 We are entitled to cancel the Order if Supplier does not accept the Order within a reasonable time, not exceeding two weeks of receipt thereof.
- 3.6 Unless otherwise stated in the Order document, Order releases within the framework of Order and order release planning become binding if Supplier does not object within two working days of receipt thereof.
- 3.7 If executed and/or handed over from Bosch to the Supplier the Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility for Suppliers (Quality Assurance Agreement), the Logistics Manual and the Delivery and Packaging Specifications of Bosch form an integral part of the Contract.

4. Delivery

- 4.1 Deliveries deviating from our Contracts and Orders are only admissible upon our prior written approval.
- 4.2 Agreed periods and dates are binding. Time shall be of the essence. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the Products by Bosch. Unless delivery "free at factory gate" is agreed (DAP or DDP Incoterms 2010), Supplier shall make the Goods available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.
- 4.3 If Supplier is responsible for set-up or installation and unless otherwise agreed, Supplier shall bear all the necessary incidental costs such as travel expenses, provision of tools and daily allowances, subject to the reservation of divergent regulations.
- 4.4 Failure to meet the delivery date set out in the Order shall constitute a breach of the Contract. If Supplier anticipates difficulties with respect to production, supply of precursor material, compliance with the delivery period or similar circumstances that could result in Supplier's ability to deliver punctually or to deliver the agreed quality, Supplier must immediately notify us, stating the reasons and either the expected early delivery date or the duration of the delay, regardless of whether the whole or a part of the Product is concerned. The foregoing shall not affect the occurrence of a default in delivery.
- 4.5 The unconditional acceptance of a delayed Product does not constitute a waiver of claims to which we are entitled due to the default; this applies pending full payment of the amounts owed by us for the Product in question.
- 4.6 Partial deliveries are inadmissible in principle unless we expressly agreed to them. Partial deliveries shall be deemed late deliveries and are considered completed only when all Products are delivered.
- 4.7 Notwithstanding any remedies available to us in law or under the Contract, if Supplier fails to deliver Products in accordance with the Order, in case of default, Supplier shall pay to Bosch liquidated damages calculated at the rate of 0.1 percent of the price of the respective Order for each day of delay starting from the date of default until the date the Products are completely performed by the Supplier. We may, but shall not be bound to, deduct such liquidated damages, whether in whole or in part, from any Supplier's claim.
- 4.8 Notwithstanding the above, if Supplier fails to deliver in accordance with the Order, or if Supplier notifies us of a prospective failure to deliver by the delivery date, we reserve the right to cancel the Order or any part of it without charge or liability and reserve all rights in damages and otherwise arising claims including but not limited to the right to purchase substitute Products elsewhere and to hold Supplier liable for any loss, expense or additional cost incurred thereby.
- 4.9 The values established by our incoming Goods inspection shall determine the quantities, weights and measurements subject to the purchase of different values being proved.
- 4.10 Unless agreed otherwise in writing, we shall not be obliged to return to Supplier any packaging or packing materials for the Products.

5. Force Majeure

- 5.1 Neither Supplier nor Bosch shall be responsible for a delay or for non-performance as a result of any cause beyond their reasonable control, including acts of terrorism, acts of war, fire, flood, explosion and other Acts of God, infectious diseases, epidemics or government measures, labor disputes, operational disturbances without fault, unrest, and other unavoidable events ("Force Majeure").
- 5.2 The Party affected by Force Majeure shall advise the other Party promptly of the occurrence of such an event and shall take all reasonable measures to resume performance of its obligation under these terms.
- 5.3 During such events and for a two week period thereafter we are entitled – notwithstanding our other rights – to withdraw from the Contract in whole or in part, provided that such events are not of inconceivable duration and our requirements are considerably reduced as the Goods have to be procured elsewhere as a result thereof.

6. Advice of Dispatch and Invoice

The details in our Orders and order releases shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments. If the goods and services are delivered by hand, hand delivery of the invoice at the point of delivery is admissible.

7. Pricing and Passing of Risk

- 7.1 Unless otherwise agreed, the prices are "Delivered at Place" (DAP Inco-terms 2010) including packaging. Supplier bears all risks of loss or of damage to the Products until the Products are received by us or by our representative at the location to which the Products are to be delivered in accordance with the Contract.
- 7.2 Taxes are not included. In particular, prices do not include value added tax ("VAT") chargeable under the Revenue Code which shall be added by the Supplier at the rate and in the manner from time to time prescribed by law. We shall only be responsible for VAT provided Supplier has submitted appropriate information or documentation to allow us to recover such VAT. We shall have no other or further liability to the Supplier with respect to any tax, duty, levy or like imposition for which Supplier may be liable as a result of the supply of the Products. If we are required to withhold any taxes or charge pursuant to any applicable law or regulation, we shall be entitled to withhold and deduct such tax or charge before payment to the Supplier.

8. Payment Terms

- 8.1 Unless otherwise agreed, the invoice shall be paid either within 20 days subject to deduction of a 3 % discount or within 30 days without any deduction, with effect from the due date of payment and receipt of both Supplier's correct invoice and the Goods or performance of the Service. Payment is subject to invoice verification.
- 8.2 We shall be entitled to set off against the price any other sums owed to us by the Supplier.

9. Warranties

- 9.1 Supplier warrants that:
 - 9.1.1 quantity, quality and specifications of Products will be as set out in the Order;
 - 9.1.2 to have inspected and tested the Goods for compliance with the Order prior delivery and shall, if requested, supply us with certificates of origin and/or testing. Such certificates must state the Order number together with any item numbers;
 - 9.1.3 to comply with applicable laws and regulations concerning the manufacture, packaging, sale and delivery of Goods and performance of Services;
 - 9.1.4 Products will be fit for the purpose held out by the Supplier or made known to the Supplier when the Order is placed;
 - 9.1.5 Goods, their import and/or export, use or resale as well as Services, their performance or acceptance thereof will not infringe the IPR of any third party; and
 - 9.1.6 Services will be performed by qualified and trained personnel with due care and diligence and shall be at least of generally accepted industry standards.
- 9.2 In case of a breach of any of the warranties in this clause, we shall be entitled to terminate the Contract and claim damages, loss, costs and expenses from Supplier, including transport, carriage, labor costs, assembly and disassembly costs, costs of material or costs of incoming Goods control exceeding the normal scope of the contract.
- 9.3 Unless agreed otherwise in writing, the warranty period will expire 3 years from the date of delivery of the Goods to Bosch or the acceptance of the Services by Bosch.

10. Indemnity and Recall

- 10.1 Acceptance is effected subject to the reservation of an examination for faultlessness, including accuracy and completeness, insofar and as soon as this is pertinent in the ordinary course of business. We will notify any defects within a reasonable period (not less than 14 days) after their discovery. To this extent Supplier waives the objection to delayed notification of defects.
- 10.2 Without limiting other remedies, if any Product is not delivered in accordance with our Order, we shall be entitled:
 - 10.2.1 to require Supplier to repair and/or re-supply the Products in accordance with the Order within 7 days free of charge; and/or
 - 10.2.2 at our sole option and notwithstanding it has previously required Supplier to repair/re-supply the Products, to cancel the Order and require the reimbursement of the price and costs incurred as well as additional costs for purchasing the Products from a third party.
- 10.3 Supplier shall, upon first demand, fully indemnify us and our assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis):
 - 10.3.1 sustained by us and our assigns, subcontractors and customers or for which we and our assigns, subcontractor and customers may be liable as a result of Supplier's breach of or failure to perform its obligations under the Contract; and
 - 10.3.2 resulting from death, injury, loss or damage to persons or property caused or contributed by the negligence, act, default or omission of the Supplier, its employees, sub-sellers (if permitted due to clause 18.5) or agents.
- 10.4 Supplier accepts liability for all other claims, liabilities, actions, demands, loss, damage, costs and expenses (including, without limitation, legal costs on an indemnity basis) incurred by us and our assigns, subcontractors and customers and which is attributable to negligence, act, default or omission on the part of the Supplier, its employees, subcontractors or agents or resulting from or in connection with the furnishing of the Products by the Supplier or otherwise arises or results from breach of the Contract.
- 10.5 Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the Supplier, we shall notify Supplier, give Supplier the opportunity to collaborate and discuss with Supplier the efficient conduct of the recall action, unless no notification of or collaboration by the Supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the Supplier insofar as a recall action is due to a defect in a Product supplied by the Supplier.

11. Intellectual Property Rights ("IPR")

- 11.1 Supplier warrants that the Products do not violate or infringe any patents, copyright, trademarks, trade secrets, service marks, registered designs, design rights or other intangible property rights of third parties.
- 11.2 Supplier shall fully indemnify us and our assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including without limitation, legal costs on an indemnity basis) in respect of any alleged or actual infringement by any of the Products of any IPR including but not limited to patents, copyright, trademarks, service marks, registered design, design rights or other third party rights and Supplier shall at its own costs and expenses defend or settle all such claims or actions or proceedings brought or threatened to be brought against us.
- 11.3 Without prejudice to any of the foregoing, if any of the Products is held or claimed to be infringing third party IPR, Supplier shall at its own cost and expense use its best efforts to procure the right for us to continue using or receiving the infringing Product. If Supplier is unable to do so, then Supplier undertakes at its own costs and expenses to:
 - 11.3.1 replace, modify or remedy the infringing Product, expeditiously so that it is no longer infringing; or

- 11.3.2 refund in full all payments made by Bosch for the infringing Product and reimburse us upon demand for all additional loss, costs and expenses incurred in purchasing any substitute Products if Supplier is unable to replace, modify or remedy the infringing Product.
- 11.4 We shall own all IPR arising from modifications and customizations of the Products made by the Supplier for us, or by ourselves. We reserve all our rights in drawings and in goods produced according to our instructions as well as in any processes developed by us.
- 11.5 All intellectual property in the works carried out under the Contract is hereby assigned and shall vest in us absolutely. This includes any copyright or design rights which will vest in and become our property as and when such rights come into existence.

12. Rights of Withdrawal and Termination

- 12.1 We have the right to withdraw from or terminate the Contract with immediate effect without liability to Supplier by giving notice at any time if:
 - 12.1.1 we determine in good faith that Supplier is in breach of the Contract and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being notified of the breach in writing;
 - 12.1.2 Supplier has stopped supplying its customers;
 - 12.1.3 there is or threatens to be a fundamental deterioration to the financial circumstances of the Supplier and as a result of this the performance of a supply obligation to us is in jeopardy;
 - 12.1.4 Supplier meets the criteria for insolvency or over-indebtedness;
 - 12.1.5 Supplier stops making its payments;
 - 12.1.6 Supplier files an application for insolvency or comparable debt settlement proceedings to be initiated with respect to its assets;
 - 12.1.7 an encumbrance takes possession, or a receiver is appointed, over any of the property or assets of the Supplier;
 - 12.1.8 there is a change in control of the Supplier which in our reasonable opinion adversely affects our position, rights or interests. For the purposes of this sub-clause, "control" means the ability to direct the affairs of another whereby virtue of Contract, ownership of shares, or otherwise howsoever;
 - 12.1.9 we reasonably apprehend that any of the events mentioned above is about to occur in relation to Supplier and notify Supplier accordingly; or
 - 12.1.10 we determine in good faith that Supplier has breached any of its representations and warranties in clause 9 of these Terms.
- 12.2 Termination of the Contract shall discharge neither Supplier nor us from any existing obligation accrued due on or prior to the date of termination.
- 12.3 If we withdraw from or terminate the Contract by virtue of the foregoing contractual rescission rights or respective termination rights, then Supplier must compensate us for the loss or damage incurred as a result, unless Supplier was not responsible for the rights arising to withdraw from or terminate the Contract.

13. Conducting Work

Persons who carry out work on our factory premises in fulfillment of the Contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by willful or gross negligent breach of duty by our legal representatives or persons employed in the performance of our obligations.

14. Provision of Materials

Materials, parts, containers and special packaging provided by remain our property. These may only be used as designated. The materials are processed and parts assembled for us. It is agreed that we are co-owner of the Products manufactured with our materials and parts in proportion to the value of the materials or parts provided in relation to the value of the whole Product; such Products shall be kept safe for us by the Supplier to this extent.

15. Documentation and Confidentiality

- 15.1 All of the business and technical information stemming from us (including features which may be derived from objects, documents or Software provided and any other knowledge or experience) shall be kept secret with respect to third parties if and as long that this information is not proven to be public knowledge, and it may only be made available to those persons in Supplier's business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality; the information remains our exclusive property. Without our prior written consent, such information must not be duplicated or exploited commercially – except for deliveries to us. At our request, all information originating from us (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to us in full or destroyed.
- 15.2 We reserve all rights to such information.
- 15.3 We reserve all rights to the information mentioned in clause 15.1 above (including copyright and the right to file for industrial property rights such as patents, utility models, semiconductor protection). In the event this is provided to a third party, the reservation of rights also applies for the benefit of such third parties.
- 15.3 Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modeled on our tools, may neither be used by the Supplier itself nor offered or supplied to third parties. This also applies analogously to our print Orders.

16. Export Control and Customs

- 16.1 Supplier shall comply with all applicable import and export control, customs, foreign trade regulations and other requirements, and shall furnish to us, upon request, information or documentation of Supplier's compliance.
- 16.2 Supplier shall provide at least in his offers, order confirmations and invoices – and in case of any changes without undue delay – the following information with respect to the Products which are required for us 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, including the ECCN (Export Control Classification Number) for US-Goods (including technology and Software) pursuant to the U.S. Export Administration Regulations (EAR);
 - country of origin of the Products and of the components thereof, including technology and Software;
 - any transport of the Products through USA, manufacture or stocking of the Products in the USA and whether the Products have been manufactured by using US technology;
 - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS ("Harmonized System")-Code of the Products;
 - the country of origin (non-preferential origin); and
 - a contact person in his organization to provide further information to us upon request.
- 16.3 Upon our request Supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform us in all changes to such data without undue delay and prior to supply to us. Without limiting the generality of the foregoing, Supplier shall promptly make available any Supplier's declaration of preferential origin (in case of European Suppliers) or preferential certificates of origin (in case of non-European Suppliers) requested by us with all necessary details completed and properly signed sufficient to satisfy the requirements of both the customs authorities of the country of receipt and any applicable export licensing regulations. This also applies to documents relevant to matters of excise duties which shall be paid by the Supplier.
- 16.4 Supplier shall be liable for any expenses and/or damages incurred by us due to any breach of the obligations according to 16.1, unless Supplier is not responsible for such breach.

17. Compliance

- 17.1 Supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect Supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, Supplier shall comply with the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: www.unglobalcompact.org.
- 17.2 In the event that a Supplier repeatedly violates the law and/or violates the law despite being given respective advice, and fails to evidence that the violation of the law has been cured as far as possible and that appropriate precautions have been taken to avoid violations of the law in future, we reserve the right to terminate or withdraw from existing Contracts without notice.

18. Miscellaneous

- 18.1 If one of the provisions of these Terms and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms in other respects. The Parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 18.2 The Contract shall be governed by and construed in accordance with the laws of Thailand excluding the conflict of law provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.3 Except as otherwise provided herein below, all and any disputes arising out of or in relation to these Terms and/or a Contract concluded based on these Terms, including, without limitation disputes on its conclusion, binding effect, amendment and termination, shall be exclusively resolved by one or more arbitrators in accordance with the Rules of the Thai Arbitration Institute ("TAI Rules"). The place of arbitration shall be Bangkok, Thailand, and the arbitration language shall be the English language. Notwithstanding the above arbitration provision, Bosch reserves the right to bring an action before the ordinary competent courts at the place where Bosch maintains its main office or where the Supplier's main offices are located or where the Supplier maintains of property or other tangible goods.
- 18.4 Supplier shall not use our signs and trademarks in any manner in its marketing or otherwise without a valid license from us.
- 18.5 Supplier must not assign or subcontract all or any of its rights or obligations under the Contract in whole or in part without our prior written consent.
- 18.6 The headings of these Terms are for ease of reference only and shall not be incorporated into or taken to limit the interpretation of any of the Terms.

19. Environment Health Safety ("EHS")

- 19.1 Supplier shall strictly comply with all relevant and applicable laws and regulations.
- 19.2 Supplier shall comply with all of our EHS related requirements while performing the work/service on our site. We shall specify our EHS related requirements and responses to counter the expected hazards. Supplier shall establish protocols that incorporate such requirements and responses accordingly and ensure that all equipment, tools and materials used on site meet our EHS requirements.
- 19.3 In the event that the Services are subcontracted with our prior written approval, Supplier shall sign a contract and safety agreement with the subcontractor whereby the respective safety rights, duties and responsibilities on safe work shall be specified. Supplier shall provide us with a copy of such sub-contract and safety agreement and all other related contracts and/or agreements. For the avoidance of doubt, Supplier will remain the party responsible for ensuring that the Services are performed safely.
- 19.4 We shall provide Bosch EHS instructions to Supplier's project EHS responsible person. Supplier shall appoint a project EHS responsible person with adequate knowledge and capability, and ensure its employees and/or subcontractors get sufficient training and are tested periodically. Supplier shall ensure all relevant personnel hold valid and relevant certificates that are required to perform the Services.
- 19.5 Supplier shall organize regular EHS inspections to ensure its employees and/or subcontractors comply with all abovementioned requirements. We and/or our appointed supervision party shall the right to conduct checks on regular or random intervals. Supplier should set up corrective measures should we find any matter that should be remedied, and appropriate action(s) should be taken following a timeline as agreed by both parties. We shall have the right to take measures including but not limited to giving warnings, suggesting corrective actions to be taken within a specific timeframe, terminating the on-site operation, or terminating all relevant contracts without liability for any loss.
- 19.6 In the event of EHS related accidents, Supplier shall immediately report to us and conduct root cause analysis together with us.
- 19.7 In the event Supplier breaches any of the provisions under this clause 19, we shall have right to terminate the contract/PO or business engagement temporarily or permanently.