

Terms and conditions for the awarding of engineering contracts and services of the Robert Bosch LLC and all North American affiliates, hereinafter referred to as RB – as a supplement to the conditions of purchase

1 General

- 1.1 The contractor must render the service with its company, it may subcontract to third parties only with RB's consent. If the contractor calls in third parties to render the services, it will make the essential contents of these terms and conditions the subject-matter of the contract to be concluded with the third party.
- 1.2 Performance expectations, features, goals etc. specified by RB do not release the contractor from its obligation to provide a technically faultless and economical solution. If the specified performance wishes, features or goals etc. oppose such a solution, or if changes or improvements in the subject-matter or scope of performance appear necessary or appropriate for other reasons, the contractor will contact RB in good time for that. Additional services or modifications carried out without RB's prior written consent will not justify a contractual claim.
- 1.3 If it emerges that protective rights/copyrights of third Parties have to be used to carry out the order, or if there is a danger of that, RB must be notified immediately.
- 1.4 If a provision of this contract is invalid, that will not affect the validity of the rest of the contract.

2 Services

- 2.1 The Services are to be performed on the basis of the agreed subject-matter and scope of performance, including all documents belonging to the specification. The general state of science and the art (including any SAE and other applicable industry standards), applicable official and legal regulations, generally customary regulations of professional associations as well as generally customary safety practices and necessary safety measures, including RB's safety regulations, must be observed.
When carrying out engineering orders, performance must be aimed at enabling maintenance and/or inspection work to be easily carried out.
- 2.2 When carrying out the order, the contractor is obligated to observe RB's interests and to take all measures left to its discretion (e.g. the selection of materials, accessories or parts) solely on the basis of objective examination. If possible, the contractor is to use components from RB's range of products or - when carrying out engineering orders - provide for them to be used.
- 2.3 If the contractor has to prepare drawings, descriptions, calculations etc, ownership of them will be passed to RB at the time they are produced. Such documents must be handed over to RB in the original after they are finished. The documents made available by RB must be carefully handled and kept in a safe place. Those and other documents (specimens, drawings, sketches etc.) drawn up or procured for the purpose of carrying out the order will remain RB's property and must be handed over to RB after the order has ended at the latest.
RB reserves all rights to the documents made available, also in the event that a patent is granted or a utility-model patent is registered. A right of retention on the part of the contractor is ruled out.
- 2.4 If the contractor has been informed of the intended purpose of the services, the contractor's warranty will also apply to the suitability of the services for that intended purpose.

The contractor's obligation to fulfil the Services and to warrant them will not be affected by the fact that RB inspects or approves parts of the services. Acceptance is declared by approving the completed services, not however by putting the services into use or paying for them.

3 Remuneration

- 3.1 The contractor will be paid a fee for the services to be rendered; the sum of that fee will be agreed upon in the respective individual order or the sales contract. Agreed prices are fixed prices, unless expressly stipulated otherwise in individual cases.
If, on the basis of an express agreement, remuneration is not paid at a fixed price, but according to expenses incurred and proven, the contractor guarantees that it will keep to the approved cost estimate total (offer). Additional costs incurred will then only be paid by RB if they had been expressly approved.
- 3.2 All services and rights of the contractor are compensated for by the remuneration. The remuneration will become due and payable in accordance with the agreed terms of payment upon acceptance of the services.

4 Result of work/inventions

- 4.1 RB is entitled to use and exploit at will and free from rights and claims of third parties all results attained whilst rendering the services, including any inventions and rights of use and exploitation of copyrightable material, as from the time they are produced.
- 4.2 The contractor will ensure in a suitable manner that title to, and the right to apply for patents based on inventions are passed to RB without delay.
- 4.3 RB can, at its own discretion, apply for a protective right at home and/or abroad for any inventions contained in the results of the work and further pursue or dismiss the protective rights resulting from that.

5 Secrecy

- 5.1 The contractor will treat all results of work attained on the basis of this contract as well as all information of a technical and business nature received from RB on the basis of this contract confidentially in relation to third parties, also beyond the duration of this contract, as long as and in so far as such information has not become generally known in some other way or RB has waived the obligation to secrecy in writing.
- 5.2 Services rendered by the contractor or essential parts of them will, unless they belong to the general state of the art, not be rendered in the same way or on the same basis for third parties by the contractor for up to two years after the services were rendered.
- 5.3 The contractor will adopt all measures in securing confidentiality as circumstances demand, such as password protected access, safekeeping of documents, samples and data media, factual and spatial separation of any other action. CAD-Data or any other digital stored information developed by or provided by RB is to be deleted on demand or upon contract completion.

