

Robert Bosch LLC
North American Terms and Conditions of Purchase
Supplement for operations in Mexico



Last revised September 1, 2010

This Country Supplement will govern if the Buyer issues the Order from a location in Mexico or if the Order specifically states that this Supplement applies.

Item	Relates to Terms and Conditions Section #	Supplemental Terms - Mexico
1.	1	<p>1.1 Identification data of the Seller.</p> <p>a) Seller warrants that it is a company duly incorporated and existing in accordance with the laws of the United Mexican States.</p> <p>1.2 Legal representation of the Seller.</p> <p>a) Seller warrants that its legal representative possesses the sufficient and necessary legal powers for the making of this purchase order on its behalf and in its name. Additionally, Seller warrants that such powers have not been limited or revoked in any way.</p> <p>b) Seller warrants that it is registered in the Ministry of Finance and Public Credit under the Federal Register of Tax Authorities.</p> <p>c) All notices, notifications and delivery of documents derived from this purchase order must be made in writing, and must be delivered personally, by specialized courier service, or by Notary Public, in the first two of the aforementioned cases there must be an acknowledgement of receipt and in the third case with the instrument issued to this effect, so that sufficient evidence is obtained of the fact that the notification was duly received. Any change to the domiciles indicated by the parties in this point must be notified 5 (five) business days in advance, and until the change of domicile has been notified, any notification delivered to the last domicile indicated by each of the parties shall be understood to be valid.</p> <p>1.3 Force of the purchase order.</p> <p>This purchase order shall have a term of one year counted as of the signing date of this document.</p> <p>The purchasing relation may be extended each year for equal periods for which it shall only be necessary for Buyer to notify the Seller at least with 30 (thirty) calendar days before the end of the term of their wish to extend this purchase order. Notwithstanding the foregoing, Buyer may terminate this commercial relation early at any time with or without justifiable grounds, and without any liability laid to its charge, and without the need for any court order, by giving written notice to Seller at least 60 (sixty) calendar days prior to the date on which such termination shall take effect.</p>
	27.	<p>1.4 Exclusion of liability for the Buyer.</p> <p>By the signing of this purchase order the Seller accepts all liability (labor, civil and criminal liability) committed for the legal representatives or all the staff related with the operation, including any kind of liability in front of third parties which may be related with the operation.</p> <p>The breach by the Seller of any of the obligations assumed pursuant to this</p>

		<p>purchase order shall give Buyer the right to immediately terminate the commercial relation by simple written notification and without the need for any court ruling, and also the right of Buyer to claim the payment of damages and losses before the courts with competent jurisdiction remaining intact.</p>
30.		<p>1.5 Provider's personnel.</p> <p>If the agreement between Seller and Buyer is for services to be performed by Seller, the following provisions shall apply:</p> <p>The relationship between the parties derived from this purchase order is a commercial one between a service supplier and Buyer, and nothing contained herein may be construed as any agency, contractual joint venture, partnership, commission, branch or employment relation between Seller and Buyer, or with their respective employees or workers.</p> <p>Both parties agree that the personnel assigned to provide the services subject matter of this purchase order shall be dependent economically, administratively and in employment terms on Seller and shall therefore have absolute subordination to and economic dependence on Seller, wherefore on no account may the personnel of Seller be considered as employees or workers of Buyer.</p> <p>As a result of the foregoing, Seller releases Buyer from any liability arising from the employment relations in respect of the hired personnel that might be used thereby to provide the services subject matter of this purchase order.</p> <p>Since Seller is a company who, under Article 13 of the Federal Labor Act Ley Federal del Trabajo in force in Mexico, has enough of its own elements to fulfill its obligations and carry out its activities, Seller shall be, for all ensuing legal purposes, the sole and exclusive employer of its workers and/or employees, used to carry out the obligations of Seller that are derived from this purchase order, including but not limited to, the fulfillment of laws, regulations, rules or rulings, whether federal, state or municipal, that are considered applicable.</p> <p>Both parties agree that any occupational risks and accidents the employees and/or workers of Seller might sustain shall be the exclusive liability of Seller and therefore the latter shall exclusively assume any expenses and professional fees which this might lead to.</p> <p>This obligation on Seller shall be effective even when such risks or accidents occur at the domicile of Buyer.</p> <p>Seller is bound to indemnify Buyer for any damages and lost profits caused thereto by claims which his employees and/or workers might file against Buyer.</p> <p>When providing the services, the workers and/or employees of Seller shall act at all times under the orders and responsibility of the latter. On no account and under no circumstance shall it be presumed that they are employees and/or workers or representatives of Buyer, nor shall they bear themselves as such before third parties or attempt to sign or enter into contracts or to contract obligations in the name, place or stead of Buyer.</p> <p>Seller shall be responsible for the payment of all the wages, benefits, withholdings, taxes, government charges, settlements, and any other costs that arise as a consequence of the hiring, termination of the employment relationship or any other obligation as to such workers and/or employees or with the federal, state or municipal government, or any of their agencies or offices, in accordance with the federal, state or municipal laws, regulations, rules or rulings applicable, resulting from the activities carried out in accordance with this purchase order. As a consequence of the foregoing, Buyer shall not be liable to the workers and/or</p>

		<p>employees of Seller, or to the federal, state or municipal government or any of their agencies or offices, for the damages, losses, wages, benefits, withholdings, taxes, government charges or settlements, including but not limited to, the payment of government charges for social security and housing (National Workers' Housing Development Fund Institute), payroll tax, withholdings of income tax, or payments of any kind resulting from an employment relationship or from the termination thereof by Seller in order to carry out or comply with the obligations of Seller derived from this purchase order.</p> <p>Furthermore, Seller is independently bound to register the employees and/or workers who are dependent on Seller with the Mexican Social Security Institute, the Pension Funds System and the National Workers' Housing Development Fund Institute, and to comply with the other obligations which correspond thereto as employer, in respect of the workers and/or employees that he might employ to comply with the services subject matter of this purchase order. He is further bound to inform Buyer in writing of the fulfillment of its obligations with respect to social security, in connection with the personnel who shall carry out the services inherent to this purchase order.</p> <p>Furthermore, Seller is bound to designate one or more supervisors, who shall be in charge of checking the activities of the workers, and who shall be solely and immediately responsible for them as to Seller and Buyer.</p> <p>The parties expressly agree that the change of the workers and supervisors specified in the preceding paragraph shall in no way give rise to the novation of this purchase order, nor may it be construed in the same terms, since they do not constitute a substantial change to obligations assumed by the parties in the terms of this instrument.</p> <p>Without prejudice to the foregoing, Buyer may ask Seller at any time to change any person assigned to provide the services, wherefore Seller is bound to change the person or persons in question, within two business days after the date on which Seller receives written notification signed by the Management of Buyer, requesting the respective change. Seller shall also enclose a list with the details and documentation of the workers who will be changed.</p> <p>In the same way, Seller is bound to hold Buyer harmless from and against any claim, requirement or intention to collect by the Mexican Social Security Institute (IMSS), the National Workers' Housing Development Fund Institute (INFONAVIT), or any other administrative or judicial authority, on account of the activities which its employees shall carry out for the benefit of Buyer, assuming any liability derived from the provision of the services subject matter of this purchase order.</p>
32.		<p>1.6 Law and Jurisdiction.</p> <p>The Order shall be construed and governed, at Buyer's option, in accordance with either the internal laws of the State of Michigan and the United States of America, or the laws of Mexico City, Federal District. Similarly, venue for confirmation of or any challenge to the Arbitration Award shall be, at Buyer's option, in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or the competent courts in Mexico City, Federal District, waiving any other forum that might happen to correspond to them by reason of their present or future domiciles or for any other reason. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded.</p>
2.		<p>If Seller is providing Buyer with services, the parties agree to enter into a separate written agreement to be governed by Mexican law.</p>

