

TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE APPLY TO DIRECT PURCHASES MADE FROM BOSCH AUTOMOTIVE SERVICES SOLUTIONS BY PHONE OR THE INTERNET. PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

1. GENERAL

UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BOSCH AUTOMOTIVE SERVICE SOLUTIONS INC. (DBA BOSCH AUTOMOTIVE SERVICE SOLUTIONS) ("BOSCH"), THESE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN, TOGETHER WITH ANY OTHER DOCUMENTS ISSUED BY BOSCH PERTAINING TO THIS TRANSACTION ("BOSCH DOCUMENTS") CONTAIN THE SOLE AND EXCLUSIVE TERMS AND CONDITIONS WHICH SHALL APPLY TO THE SALE BY BOSCH OF BOSCH'S GOODS AND SERVICES ("PRODUCTS") TO THE BUYER ("BUYER") THROUGH BOSCH'S WEBSITE ("WEBSITE") OR BY PHONE. THE SALE OF PRODUCTS BY BOSCH TO BUYER IS EXPRESSLY LIMITED TO BUYER'S ACCEPTANCE OF THE BOSCH DOCUMENTS, IF ANY, AND THE TERMS AND CONDITIONS CONTAINED HEREIN (COLLECTIVELY, THE "AGREEMENT"). NO MODIFICATION OR WAIVER OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT AND NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE EFFECTIVE UNLESS AGREED TO IN A WRITING SIGNED BY BOTH PARTIES. NO ORAL AGREEMENT, COURSE OF PERFORMANCE OR OTHER MEANS OTHER THAN SUCH WRITTEN AGREEMENT SIGNED BY BOTH PARTIES EXPRESSLY PROVIDING FOR SUCH WAIVER SHALL BE DEEMED TO WAIVE ANY THE TERMS OF THE AGREEMENT. BUYER'S ACCEPTANCE OF THE PRODUCTS SOLD HEREUNDER SHALL CONSTITUTE BUYER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT.

2. PRICES AND TAXES

All prices for Products shall be as set forth on the Website on the date of placement of the order for Products. All prices are subject to the shipping terms defined in Section 5 below. The prices are exclusive of any applicable Federal, State, Provincial or local taxes or assessments. Such taxes and assessments will be included in Bosch's invoice and paid by Buyer. All prices are subject to adjustment, at any time, by Bosch for changes in volume forecasts, economics or exchange rates, as applicable. Such adjustment shall be retroactive if Buyer's actual purchases fall short of the volume forecasts the prices were based on.

3. CANCELLATIONS AND CHANGES

No cancellations of or changes to the Products ordered by Buyer shall be effective without Bosch's written consent. Without such consent, a cancellation of or change to the Products ordered by Buyer shall entitle Bosch to all remedies available by law or equity including, but not limited to, cancellation costs or increased prices. Bosch may revise and discontinue

Products at any time without notice and this may affect information saved in Buyer's online "cart." Bosch will ship Products that have functionality and performance of the Products ordered, but changes between what is shipped and what is described by a specification sheet or catalog are possible.

4. **RETURNS**

All sales of electronic online information are FINAL and shall not be refunded under any circumstances. All non-software Products may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Bosch. Seller must return Products to Bosch in their original packaging and shipped prepaid. Buyer is responsible for risk of loss, shipping and handling fees for returning or exchanging Product. All returns must be received within thirty (30) days of invoice date to avoid a restocking fee. Any return received after thirty (30) days of the invoice date is subject to a 20% restocking fee. Returns will not be credited after ninety (90) days of invoice date. Return/repair processing requires two copies of the original invoice and/or packing slip. One on the outside of the package and one with the product inside. Call 1-800-533-6127 to obtain a return goods authorization (RGA).

5. **SHIPMENT AND DELIVERY.**

All delivery dates are estimates only. Bosch's only obligation with respect to delivery dates shall be to use reasonable efforts to meet same. Delivery dates will be reasonably extended if Buyer does not timely deliver any materials, documentation, approvals, examinations and clearances that are required to be provided by Buyer. All Products are delivered as follows: (a) U.S. domestic shipping (i.e. shipments are from a U.S. location to a U.S. location): FOB (as commonly understood in U.S. domestic freight movement) the designated Bosch facility; and (b) all other shipping: FCA (as defined in Incoterms 2010) at the designated Bosch facility. Title and risk of loss to the Products shall transfer upon completion of delivery of the Products per the applicable delivery term. Products shall be packaged for shipment in Bosch's standard packaging. Bosch will not be liable for any delays, breakage, loss or damage after having made delivery in accordance with the applicable delivery term. Claims for shortages and damages must be made within ten (10) days of receipt to be honored. No deductions of any kind from the invoice amount shall be made. Unless otherwise specified in Bosch's quotation, standard packing for domestic shipment is included in the quoted price. When special domestic or export packing is requested, Buyer will be charged for any additional expenses. Shipments shall be deemed accepted by Buyer unless written notice of rejection is received by Bosch within ten (10) days after receipt of the Products by Buyer.

6. **FORCE MAJEURE**

In the event either party is unable to fully perform its obligations hereunder (except for Buyer's obligation to pay for Products ordered) due to events beyond its reasonable control including but not limited to acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, that party shall be relieved of its obligations to the extent it is unable to perform without liability to the other party. Timely notice of such

inability to perform shall be given to the other party. In the event of Bosch's inability to perform due to force majeure, Buyer shall be entitled to reduce its purchase obligations towards Bosch by the quantities purchased from other sources, but shall not have the right to terminate this Agreement.

7. **PAYMENT TERMS**

Terms of payment are within Bosch's sole discretion and, unless otherwise agreed by Bosch, payment must be received by Bosch prior to Bosch's acceptance of an order. Payment for Products through the Website will be made by credit card, wire transfer or some other prearranged payment method unless credit terms have been specifically accepted and confirmed by Bosch in writing. Bosch may invoice parts of an order separately. Bosch reserves the right to alter or suspend credit terms, require C.O.D. or advance payment, whenever Bosch has reasonable doubt as to Buyer's credit worthiness. If Buyer becomes delinquent in payment or refuses to accept C.O.D. shipments, Bosch shall have the right, in addition to all other available rights and remedies, to cancel any or all Buyer orders, withhold further deliveries, and declare all unpaid amounts for Products previously delivered immediately due and payable. Amounts past due shall be subject to an interest charge of 1.5% per month or the highest amount permitted under applicable law, if lower. All costs and expenses incurred by Bosch as a result of non-payment or delinquent payment by Buyer, including collection costs, interest, and reasonable attorneys' fees, shall be paid by Buyer.

8. **WARRANTY/RECALL**

8.1 PRODUCTS SOLD ON THIS WEBSITE ARE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF INVOICE. THE WARRANTY FOR PRODUCTS IS THE WARRANTY POSTED ON THE WEBSITE ON THE DATE OF BUYER'S PLACEMENT OF THE ORDER FOR PRODUCTS AND DESIGNATED AS APPLICABLE FOR THE PRODUCTS PURCHASED HEREUNDER. BOSCH RESERVES THE RIGHT TO MODIFY ANY PRODUCT WARRANTY FROM TIME TO TIME BY POSTING SUCH WARRANTY ON THE WEBSITE; PROVIDED, HOWEVER, THE WARRANTY IN EFFECT ON THE DATE BUYER PLACES ITS ORDER SHALL APPLY.

8.2 THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOSCH ASSUMES NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE REMEDIES SET FORTH IN THIS SECTION REPRESENT BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BOSCH BREACH OF WARRANTY. SELLER IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL BOSCH RECEIVES PAYMENT IN FULL.

9. **PROTOTYPE WARRANTY**

Prototype products are for use only in product testing/evaluation by qualified Buyer representatives in an appropriate test environment. Prototype products are provided "AS IS" and all warranties are expressly excluded. Bosch shall have no liability for claims related to the prototype products. Buyer shall indemnify and hold Bosch harmless from claims related to the

prototype products.

10. SPECIAL TOOLING.

Special tooling which is separately negotiated for and fully paid for by Buyer as a separate item on an order shall become the property of Buyer. During its use at Bosch's facility, such special tooling shall be held for the exclusive use of Buyer (except that Bosch may use such special tooling for the supply of Products to its affiliates) and shall be maintained in accordance with Bosch's usual practice. Buyer shall bear the risk of ordinary wear and tear, or loss or damage other than such caused by Bosch. At the request of Buyer and to the extent practicable, special tooling shall be identified by appropriate markings. Prices for special tooling do not include transportation costs, storage beyond completion of the purchase order, or costs of marking or packaging. Bosch will not be responsible for special tooling after completion of the purchase order and Buyer shall remove all special tooling within thirty (30) days after such completion. If Buyer fails to do so Bosch may, at Buyer's expense and without any liability towards Buyer, dispose of such in a manner it deems fit. Bosch shall have a lien on the special tooling to secure all outstanding obligations of Buyer.

11. TERMINATION/CANCELLATION.

11.1 Either party may terminate this Agreement: (a) upon breach of any material term of this Agreement by the other party which is not remedied within thirty (30) days after notice of such breach; or (b) if a party becomes insolvent or makes an assignment for the benefit of creditors, or such party institutes any voluntary proceeding under bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of the party's property, then termination shall be automatic and immediate; however, in the event any such proceeding is initiated by a third party against such party, termination shall be automatic if the such proceeding is not dismissed or cured by the party within thirty (30) days after the filing thereof.

11.2 Buyer may cancel an order only with the written consent of Seller and upon payment of cancellation charges which may include, without limitation, costs of engineering, reconditioning, labor, materials and Bosch's profit.

12. PATENTS/TRADEMARKS

Bosch warrants that the Products shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided, however, that this warranty shall not apply to claims for patent infringement to the extent that any Products are (a) manufactured to Buyer's specifications, (b) used in combination with Products not purchased from Bosch in a manner which infringes a patent covering the combination, or (c) used in a manner not reasonably anticipated by Bosch. Bosch's obligation hereunder is conditioned upon Buyer: (i) giving Bosch prompt written notice of any infringement claim; (ii) cooperating fully with respect to the defense of such claim; and (iii) upon Bosch's request, providing Bosch full control of the defense including settlement and/or litigation of such claim. Bosch shall be entitled, at its

option, to obtain a license on Buyer's behalf for the Product which (allegedly) infringes an intellectual property right or to modify the Product in such a way that it does not infringe the intellectual property right, or replace the Product by a similar product which does not infringe the intellectual property right. This Section constitutes the entire liability of Bosch and sole and exclusive remedy of Buyer for claims for intellectual property infringement relating to the Products.

13. GOVERNMENT CONTRACTS

If Products are purchased under a government contract or sub-contract, Buyer shall promptly notify Bosch of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products ordered. If compliance with such provisions increases Bosch's costs or liability, Bosch shall be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate this Agreement, with Buyer being responsible for all costs incurred by Bosch.

14. CONFIDENTIAL INFORMATION

Any and all information concerning Bosch, the Products or the transaction covered hereunder which Bosch discloses to Buyer, or which Buyer otherwise obtains knowledge of hereunder, remains the exclusive property of Bosch and shall not be disclosed by Buyer to third parties without Bosch's express written consent. Buyer agrees to safeguard the confidential and proprietary information of Bosch by using reasonable efforts, consistent with those used in the protection of its own proprietary information of a similar nature, to prevent its disclosure to third parties. Buyer shall have no right whatsoever to such information other than to use it for evaluation for the purpose of the transaction covered hereunder. Bosch will not disclose information submitted to it by Buyer which is confidential and proprietary to Buyer and clearly designated as such without Buyer's consent. The restrictions and obligations of this Section shall not apply to information that: (a) is already publicly known at the time of its disclosure by Bosch; (b) after disclosure by Bosch becomes publicly known through no fault of Buyer; (c) Buyer can establish by written documentation was properly in its possession prior to disclosure by Bosch or was independently developed by Buyer without use of or reference to any of Bosch's information or (d) is required to be disclosed pursuant to law, regulation or lawful order or process, however in such event Buyer shall promptly notify Bosch of the disclosure requirement to permit Bosch to oppose or limit such disclosure.

15. GOODS FOR EXPORT; NO RESALE

Buyer agrees to comply with all applicable laws, regulations or orders, including, if applicable all requirements of the International Traffic in Arms and/or the Export Administration Act, as may be amended. If the ultimate destination of the Products is outside of the United States, Buyer shall designate such country on its order. In the event that Buyer purchases Products for export without notifying Bosch, Buyer shall have sole liability and shall defend and indemnify Bosch for any loss or damage (including, without limitation, claims of governmental authorities) arising from the export from the United States or import into another country of such Products. Except as otherwise agreed by the parties, Buyer represents it is buying Products

only for its own internal use, and not for resale.

16. REMEDIES/LIMITATION OF REMEDIES

Bosch's rights and remedies set forth herein shall be in addition to any legal or equitable right or remedy available to Bosch. Bosch's failure to insist on the performance by Buyer of any term or failure to exercise any right or remedy, or Seller's waiver of any breach or default hereunder by Buyer shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or as similar type or not. No waiver of any of Bosch's rights or remedies shall be effective without Bosch's express written consent. Bosch shall not be liable for any incidental, consequential, special or punitive damages arising from the sale or use of any Products or Bosch's performance or failure to perform any of its obligations hereunder or any order or other agreement, whether the claims be in contract or tort, including negligence or strict liability. Buyer's sole and exclusive remedy after acceptance of the Products shall be the remedy available under the warranty provision.

17. SET-OFF

Buyer is not entitled to set-off any amounts due or allegedly due from Bosch to Buyer from its debts towards Bosch.

18. ASSIGNMENT

Neither party shall be entitled to assign its rights or obligations hereunder without the other party's prior written consent. A corporate reorganization, which does not result in a change of control or beneficial owner, shall not be deemed an assignment.

19. RELATIONSHIP OF THE PARTIES

Buyer and Bosch are independent contracting parties. Nothing hereunder or in the course of performance of this agreement shall grant either party the authority to create or assume an obligation on behalf or in the name of the other party, or shall be deemed to create the relationship of joint venture, partnership, association or employment between the parties.

20. SEVERABILITY

In the event that any provision of this Agreement shall by a court be declared void or unenforceable, the validity of any other provisions and of the entire Agreement shall not be affected thereby.

21. APPLICABLE LAW; ARBITRATION

This Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. The parties

agree to submit all such disputes to binding arbitration which shall be held in Oakland County, Michigan, in accordance with the rules of the American Arbitration Association ("AAA") pertaining to commercial arbitration. Within thirty (30) days after either party has notified the other in writing that it is submitting a dispute to arbitration, three (3) arbitrators shall be appointed in accordance with said rules. Neither party shall be allowed to object to an arbitrator appointed by the other party. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein. The arbitration award shall be final and binding, and it may be entered in and enforced by any court of competent jurisdiction. The party prevailing in the arbitration or any other legal proceedings shall be entitled to recover its costs including reasonable attorney's fees incurred due to the arbitration or other legal proceedings.

22. VALIDITY OF QUOTATION

Any quotations issued subject to the terms contained herein shall be valid for thirty (30) days from the date of issuance unless otherwise stated in Bosch's quotation.

23. SOFTWARE LICENSE.

The following End User License Agreement ("EULA") pertains to software product or products, including computer software, and may include associated media, printed materials and "online" or electronic documentation, as well as any updates (collectively, "Software Product"), which you download, install, copy or otherwise use as a result of a purchase from this Website. A Software Product may be accompanied by a separate agreement, in which case the terms of that agreement will govern. Carefully read the terms and conditions of this EULA before using the Software Product. Use of this Software Product indicates your acceptance of the following terms and conditions.

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LIMITED WARRANTY. For ninety (90) days from the date of shipment, we warrant that the media (for example, the flexible disk) on which the Software Product is contained, will be free from defects in materials and workmanship. This warranty does not cover damage caused by improper use or neglect. To obtain warranty service during the ninety day warranty period, you may return the Software Product (postage paid) with a description of the problem to the place where you obtained it. The defective media on which the Software Product is contained will be replaced at no additional charge to you.

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MISCELLANEOUS. You are solely responsible for installation, management and operation of the Software Product. Bosch's failure to exercise or enforce any right or provision of this EULA

shall not operate as a waiver of such right or provision. The parties agree that each provision of this EULA is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of this EULA is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from this EULA and not affect the validity and enforceability of any remaining provisions.

Please be advised that personal data will be processed by Bosch for the purpose of maintenance of the end user product. In compliance with the European and local data protection regulation, you are able to have the personal information rectified, amended or deleted. To this effect, please send your request to:

Bosch Automotive Service Solutions
28635 Mound Road
Warren
MI 48092
USA

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