

Buyer Terms

Date: 18.03.2024

These Buyer Terms (**Buyer Terms**) are entered into between BOSCH MOBILITY PLATFORM AND SOLUTIONS INDIA PRIVATE LIMITED (**formerly known as Automobility Services and Solutions Private Limited**) ("**Reseller**") and the Customer (Individually referred to as a "Party" and collectively as "Parties") and shall govern the purchase of the L.OS Solutions by the Customer (more fully described in Annexure A). All capitalised terms used hereunder, if not defined, shall have the meaning assigned to them in the L.OS Terms of Use.

1. PURPOSE

- 1.1 These Buyer Terms set forth the general terms and conditions of the sale by Reseller and purchase by CUSTOMER of the L.OS Solutions manufactured by a third party seller ("Seller") to be marketed in the territory of the Republic of India. The general terms and conditions of purchase of CUSTOMER (either mentioned under a purchase order or otherwise) nor other conditions, standards, documents or terms and conditions not explicitly agreed to or mentioned under these Buyer Terms or made a part of this Buyer Terms in writing separately, shall apply to or override the terms and conditions of supply under this Buyer Terms. These Buyer Terms and terms and conditions contained hereunder shall alone govern the business understanding between the Parties for supply of the L.OS Solutions by Reseller to the Customer.
- 1.2 If, however, Reseller in pursuance to a purchase order (purchase orders which have terms and conditions which are in addition to and or contrary to the terms and conditions of this Buyer Terms) released by Customer, effects supply without acceptance of the same in writing, it shall not imply acceptance of any terms and conditions of such purchase order. Provided further that if Reseller signs and returns such purchase order containing additional and or contrary terms, then such an exercise is only for the purpose of receipt and shall not, under any circumstances whatsoever, be implied as acceptance by Reseller of such terms and conditions. Supplies shall continue to be governed by the terms and conditions of this Buyer Terms and the Customer shall be bound to receive and pay for the same as per the conditions of this Buyer Terms.
- 1.3 In the event of an inconsistency between this Buyer Terms and the terms and conditions of the Purchase Order or any other document separately agreed in writing, the terms and conditions of this Buyer Terms will prevail.

2. L.OS SOLUTION DISCONTINUATION

- 2.1 Seller being the manufacturer of the L.OS Solution shall be at liberty at any time to withdraw in part or entirely from market the L.OS Solution or particular quality or qualities or packing or packings of the L.OS Solution or also any trade marks used on the L.OS Solution or in connection therewith. The decision taken by Seller shall be final and binding and the Customer shall not be entitled to claim any compensation, loss or damage on that account from the Reseller.
- 2.2 Reseller will share a 30 days advance notice with the Customer if the L.OS Solution gets discontinued in future.

3. RESCHEDULING

- 3.1 If CUSTOMER reschedules the delivery of any fixed portion of the L.OS Solutions, agreed to be delivered by Reseller under a delivery schedule, then all operational conditions, including but not limited to, new delivery dates, costs etc. shall be agreed between the Parties prior to such rescheduling in order to minimize the operational and financial effect of such rescheduling.

4. CHANGE IN SPECIFICATIONS

- 4.1 Any change request made by the CUSTOMER in relation to the L.OS Solution specifications and or the L.OS Solution itself shall only be effected subject to prior written consent of Reseller.
- 4.2 All commercial understanding in relation to the L.OS Solution shall be as agreed between the Parties under Annexure B to this Buyer Terms.
- 4.3 It being clarified that payment for L.OS Solutions already ordered by Reseller in furtherance to a purchase order placed by the Customer is one of the preconditions before Reseller can accept any change in specifications for the L.OS Solution.
- 4.4 Notwithstanding anything contained above, new terms and conditions of price, delivery shall be mutually agreed upon prior to acceptance of any such changes being implemented.
- 4.5 It being clarified that Reseller shall not be responsible for any kind of liability of any nature if Seller does not accept the changes requested by the Customer.

5. PRICE AND PAYMENTS

- 5.1 In consideration for the supply of the L.OS Solution by Reseller, Customer shall pay per L.OS Solution as per the rates and prices enumerated under **Annexure B** to this Buyer Terms.
- 5.2 The Parties agree that the rates agreed under **Annexure B** shall be valid for a period of set out in Annexure B from the Effective Date, save as otherwise for reasons of change in L.OS Solution price by Seller. The Parties shall mutually negotiate on change in price for all suppliers that are yet to be made by Reseller.
- 5.3 It being further clarified that the agreed price shall be exchanged between the Parties through a signed letter and such letter shall automatically replace the existing price/rates under **Annexure B**.
- 5.4 All payments shall be made as per the terms and conditions detailed under **Annexure B** to this Buyer Terms.

6. WARRANTY

- 6.1 The Customer agrees and acknowledges that Reseller is a reseller of the L.OS Solution and hence not responsible for any kind of warranty for the L.OS Solution for any reason whatsoever.
- 6.2 All warranties related to the L.OS Solution shall be as provided by Seller which is more specifically detailed under **Annexure C** to this Buyer Terms.
- 6.3 All representations and warranties provided by the manufacturer of the L.OS Solution hereunder shall be valid only for the territory of the Republic of India

6.4 The remedies set forth in this section represent Customer's sole and exclusive remedies for any breach of warranty.

7. GENERAL RESTRICTIONS

7.1 The Customer shall not provide any kind of additional conditions of warranty to its end customers in order to facilitate sale. Reseller shall not be liable for any cost and consequences that arise due to such action of the Customer from any third party.

7.2 The Customer shall not under any circumstances use the L.OS Solution, to make any further derivatives for its own commercial use and or for the benefit of a third party without the prior written permission of Seller and or Reseller, wherever applicable. It being acknowledged by the Customer that he will not demand such derivative usage of the intellectual property of either Reseller and or Seller as a matter of right and it shall be at the sole discretion of Reseller and or Seller.

7.3 The Customer is only permitted to sell the L.OS Solution on an 'as is' basis. The Customer is not permitted to alter the L.OS Solution and or any related firmware in any manner whatsoever in as much as it alters the proper functioning of the L.OS Solution.

8. CONFIDENTIAL INFORMATION

8.1 Each party ("Recipient") undertakes to maintain strictly confidential and not to disclose or communicate, by any means whatsoever, to any third party, all information which will be provided to it by the other Party ("Informant") or to which a Party may have access in connection with the business contemplated under this Buyer Terms, as well as all information relating to the studies done for the execution of the Purchase Order and the results of the said studies (hereinafter collectively referred to as "Information"). Each Party shall take all the necessary measures to preserve the confidential nature of the Information. For this purpose, each Party shall in particular communicate the Information only to those employees required to become acquainted with it and use it for the due execution of a purchase order under this Buyer Terms. In addition, each Party undertakes to make all provisions to ensure that its concerned employees and its subcontractors, if any, as the case may be, handle the aforesaid Information in conformity with the requirements for confidentiality and use set out in this section. The confidentiality obligation according to this section shall remain in full force and effect during the duration of execution of the order and for 2 years following the expiration of that duration and or its earlier termination, whichever is earlier.

8.2 Information, however, shall not include any information which the Recipient can show:

- (i) was already in its possession of the Recipient, free of any such restriction prior to receipt from the Informant; or
- (ii) was independently developed by the Recipient without making use of the Information; or
- (iii) has been approved for release or use (in either case without restriction) by written authorisation of the Informant.

8.3 The Recipient may disclose the Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Recipient shall give prompt written notice of any such request for such information to the Informant, and agrees to co-operate with the Informant, at the Informant's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Informant may reasonably deem appropriate.

8.4 Both the Parties agree that by virtue of the Parties entering into this Buyer Terms neither of the Parties is obligated to disclose all or any of the Information to the other as stated in this Buyer Terms. The Parties reserve the right to disclose only such Information at its discretion and which it thinks, is necessary for them to disclose in relation to the manufacture and supply of the L.OS Solutions.

9. TERM AND TERMINATION

9.1 This Buyer Terms shall become effective from the Effective Date and shall remain in force until terminated pursuant to this Buyer Terms.

9.2 Either Party may terminate this Buyer Terms by giving thirty (30) month written notice to the other Party.

9.3 Either Party may terminate this Buyer Terms immediately by giving written notice upon the occurrence of the following events:

- (i) The other Party has committed a breach of any of the provisions of this Buyer Terms and fails to remedy such breach within a period of fifteen (15) days of receipt of notice from the aggrieved Party requesting it to remedy such breach;
- (ii) the other Party makes an assignment for the benefit of its creditors; or
- (iii) the other Party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer of the whole or part of its business or assets, or it files a petition seeking reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency.

10. CONSEQUENCES OF TERMINATION

10.1 Upon termination of this Buyer Terms, CUSTOMER shall make payments to Reseller for the all work in progress, development costs, investments and raw materials procured by Reseller for performing its obligations under this Buyer Terms and the L.OS Solutions already supplied and or to be supplied under Purchase Orders/delivery schedules valid on the date of termination of the Buyer Terms.

10.2 Notwithstanding the termination or expiration of this Buyer Terms, the obligations of the Parties which existed prior to the termination of this Buyer Terms (viz. obligations under an existing Purchase Order) shall continue to be in force until fulfilled in totality.

11. FORCE MAJUERE

11.1 Neither Party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure is, either wholly or partly, due to force majeure conditions such as floods, earthquakes or other acts of God, or any acts of any governmental body or public enemy, wars, riots, embargoes, epidemics, fire, IR issues or any other causes, circumstances or contingencies beyond the control of such Party.

11.2 The Party affected by such force majeure condition shall notify in writing the other Party of the nature and extent thereof, and shall, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause as soon as possible.

11.3 If the force majeure condition in question prevails for a continuous period of forty five (45) days, the Parties shall enter into bona fide discussion with a view to alleviating its effect on this Buyer Terms by agreeing to such alternative arrangement as may be fair and reasonable.

12. LIMITATION OF LIABILITIES

12.1 In no event, whether as a result of breach of contract or warranty, alleged negligence or otherwise, shall the Reseller be liable for special, incidental or consequential damages, including but not limited to loss of profits or revenue, loss of use of L.OS Solutions or other equipment, costs of substitute equipment or parts or claims of customers of CUSTOMER for such damages.

12.2 Both the Parties agree that Reseller is not liable for any kind of compensation of any nature to Customer in relation to the L.OS Solution and or its merchantability since it is only a reseller of the L.OS Solution. Reseller's liability under this Buyer Terms shall be limited to repair and replacement of the L.OS Solutions as per the guidelines on warranty provided by Seller as enumerated under Annexure C to this Buyer Terms.

13. INTELLECTUAL PROPERTY

13.1 All intellectual property rights and ownership in relation to the L.OS Solution supplied by Reseller lies with Seller and or any other third party which collaborated with Seller to manufacture the L.OS Solution and the Customer shall not under any circumstances, whether now and or in future, have any kind of right (whether implied or otherwise) over such intellectual property by virtue of mere purchase of the L.OS Solution.

14. HEADING AND ENTIRE BUYER TERMS

14.1 The clauses, headings and paragraphs contained in this Buyer Terms are for general reference and guidance and shall not be conclusive as to the meaning or interpretation of this Buyer Terms. The Buyer Terms and each individual Contract constitutes the entire Buyer Terms between the parties with respect to its subject matter, and supersedes all prior oral or written representations or Buyer Terms by the parties with respect to the subject matter of the Contract. Except as authorized in Section 1, no subsequent terms, conditions, understandings, or Buyer Terms purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

15. ASSIGNMENT

15.1 Neither Party shall transfer or assign these Buyer Terms, or any rights or obligations arising hereunder, either wholly or in part, to any third party without the express prior written consent of the other Party.

16. REMEDIES

16.1 No right or remedy contained in this Buyer Terms is intended to be exclusive of any other right or remedy, and each right or remedy given hereunder shall be cumulative and in addition to any other right or remedy, now or hereafter existing in law, or in equity, or by statute.

17. SEVERABILITY

17.1 If any part, term or provision of this Buyer Terms not being of a fundamental nature, is held illegal or unenforceable, the validity or enforceability of the remainder of this Buyer Terms shall not be affected, if such part, term or provision of this Buyer Terms is severable from the rest of this Buyer Terms without altering the essence of this Buyer Terms. If such part, term or provision is not so severable, then the whole of this Buyer Terms shall stand terminated, unless the Parties thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

18. RELATIONSHIP BETWEEN THE PARTIES

18.1 CUSTOMER and Reseller are independent contractors, and nothing in this Buyer Terms makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

18.2 This Buyer Terms does not in any respect make any Party, an agent or a partner of the other Party or authorize either Party to transact any business in the name of the other Party or to incur any obligation or liability for and on behalf of such other Party.

18.3 The Reseller shall hire its own employees for the purpose of carrying out its obligations under this Buyer Terms and such persons shall not be deemed to be the employees of CUSTOMER for any purpose whatsoever, either during the term of this Buyer Terms or thereafter.

19. NOTICES

19.1 Any notice or other information required by this Buyer Terms to be given by a Party to the other Parties may be given by hand or sent (by first class pre-paid post, facsimile transmission or comparable means of communication) to the other Parties at the following addresses set out below.

20. DISPUTE RESOLUTION

20.1 This Buyer Terms shall be governed by the laws of India and the courts of Bengaluru shall have exclusive jurisdiction.

20.2 In the event of any dispute or difference arising at any time between the parties hereto as to the construction, meaning or effect of this Buyer Terms or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto in relation to the premises the same shall be referred to a single arbitrator, in case the parties can agree upon one (1), within a period of thirty days upon being called by a party to do so and failing such Buyer Terms to three (3) arbitrators one (1) each to be appointed by Reseller and the Customer and the third to be appointed by the two arbitrators so appointed. All such arbitration proceedings shall be held in Bangalore in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.

20.3 During the pendency of the arbitration proceedings, the Parties shall continue to perform their respective obligations under this Buyer Terms, save as otherwise if the same is subject matter of the dispute.

Bosch Mobility Platform and Solutions India Private Limited