

# Reseller Terms

Date: 18.03.2024

These Reseller Terms (**Reseller 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 L.OS Solution Provider (Individually referred to as a "Party" and collectively as "Parties") and shall govern the Reselling of the L.OS Solutions by the Reseller. All capitalised terms used hereunder, if not defined, shall have the meaning assigned to them in the L.OS Terms of Use.

## 1. SUBJECT MATTER OF THE RESELLER TERMS

- 1.1 These Reseller Terms govern the contractual terms for all L.OS Solutions (hardware, software, solutions, services, combination/integration of products etc) to be manufactured/ supplied to the Reseller or to the Reseller's customers by the L.OS Solution Provider. They also apply to and govern all individual contracts such as annual or multi-annual pricing contracts or single purchase orders (hereinafter collectively referred to as "**Purchase Orders**") issued to the L.OS Solution Provider in furtherance of these Reseller Terms and call-off plans drawn up in accordance therewith and to logistics concepts agreed in deviation therefrom.
- 1.2 The L.OS Solution Provider agrees that these Reseller Terms with the Reseller are not exclusive and Reseller shall at all times be at the liberty to obtain its requirements of L.OS Solutions supplied from one or more persons other than the L.OS Solution Provider.

## 2. BASIS OF THE RESELLER TERMS

- 2.1 The L.OS Solution Provider will manufacture/trade and supply to the RESELLER or to a Designated Customer as per Reseller's Purchase Order the L.OS Solutions as further elaborated in **Annexure A**. Designated Customer for the purposes of these Reseller Terms shall mean the entity that purchases the L.OS Solutions from Reseller and may further sell these to an end customer ("**Designated Customer**"). Project-specific provisions, for instance payment terms, shall be agreed in the respective Purchase Orders and or under **Annexure A**.
- 2.2 General business terms of L.OS Solution Provider shall not be accepted irrespective of any kind of implied wordings under any document. Any other general terms of contract deviating from this Reseller Terms shall only become part of the contract if both Parties explicitly agree in writing that they shall prevail over these Reseller Terms.
- 2.3 Since the L.OS Solution Provider will be manufacturing/trading and supplying different types of L.OS Solutions to Reseller, each L.OS Solution may have different specifications, warranties etc, In such a premise, It being clarified that in addition to the terms and conditions of these Reseller Terms which are generic, Annexure A shall contain L.OS Solutions specific terms which shall also apply to the L.OS Solution Provider. They shall be to the extent of specific conditions in relation to warranty, pricing, L.OS Solution specifications, delivery conditions etc.
- 2.4 It being further agreed between the Parties that in the event of any conflict between the terms and conditions of these Reseller Terms and or Annexure A (containing L.OS Solution specific terms) the terms and conditions of these Reseller Terms shall prevail at all times, save for conditions of price, payment and specific warranty which shall, in the event of a conflict with this Reseller Terms, be governed by the specific terms under Annexure A.
- 2.5 The Parties also agree that there would be primarily two models of business between the Parties in relation to these Reseller Terms (i) trading/supply/manufacture of specific products (Individual Hardware, Software, Solutions, Services) and (ii) supply, installation/Integration and renting/subscription of complete product package/solution i.e. hardware and software with or without Integration to the Designated Customer. It shall

be the responsibility of the L.OS Solution Provider to provide with all relevant documents in relation to both the businesses contemplated above to the Reseller in order to enable Reseller to provide the same to the Designated Customer. Reseller shall only act as a facilitator and shall not take any responsibility for ensuring execution of any documentation between the L.OS Solution Provider/original owner of the Product and the Designated Customer. In the event of situation number (ii) above, the L.OS Solution Provider shall be solely responsible for undertaking the managing, installation, integration, maintaining and providing after sales services of all related services till such time the contract between the Designated Customer and Reseller are currently ongoing at the instance of Reseller and or the Designated Customer as and when requested by them. Violation of this provision shall amount to material breach and Reseller shall be entitled to claim any kind of damage from the L.OS Solution Provider viz a vis the claim made by a Designated Customer with regard to the products supplied.

### **3. PURCHASE ORDERS**

- 3.1 Both the Parties hereto agree that execution of these Reseller Terms do not constitute an undertaking by the Reseller to allow the L.OS Solution Provider to supply the L.OS Solutions contemplated under this Reseller Terms on a continuous basis during the term of this Reseller Terms. When Reseller is desirous of obtaining the L.OS Solutions, it shall issue Purchase Orders on the L.OS Solution Provider, detailing out the requirements and specifications required by it. The Purchase Order shall be governed by the terms and conditions of these Reseller Terms and in case of any conflict between the terms and conditions of these Reseller Terms and the terms and condition of the Purchase Orders, the terms and conditions of these Reseller Terms shall prevail. Further, any terms and conditions in the Purchase Orders, which is in addition to the terms and conditions of these Reseller Terms, shall be read in conjunction with the Reseller Terms.
- 3.2 The L.OS Solution Provider shall within two (2) days of receiving the Purchase Orders, confirm to the Reseller in writing as to whether it has accepted ( with supply date ) or rejected the Purchase Orders. If such confirmation from the L.OS Solution Provider is not received within the days mentioned above, the Purchase Order and all terms and conditions therein shall be deemed to have been accepted by the L.OS Solution Provider. Once the Purchase Orders is confirmed, the L.OS Solution Provider will have no authority, under any circumstances whatsoever, to cancel such Purchase Orders.
- 3.3 If, however, the L.OS Solution Provider cancels a confirmed Purchase Orders, after confirmation, then notwithstanding anything contained under clause 13, Reseller shall have the right to terminate these Reseller Terms immediately without prejudice to any of its rights under these Reseller Terms which shall include but not be limited to indemnification for all losses and damages which may occur due to such cancellation.

### **4. QUALITY AND SUPPORT**

- 4.1. L.OS SOLUTION PROVIDER shall ensure that the L.OS Solutions (including their packaging and labelling, Services, integration) are merchantable, state of the art and comply with customary regulations and all applicable laws in countries where L.OS Solutions are to be sold or used as agreed or contractually stipulated with RESELLER. In particular, L.OS SOLUTION PROVIDER shall ensure that the legal requirements regarding manufacture, quality, packaging, conformity assessment, marking and accompanying documents/information are met. RESELLER's specifications or standards do not exempt L.OS SOLUTION PROVIDER from taking responsibility for legal requirements of its L.OS Solutions (e. g. by taking a license, merchantability, warranty etc.).
- 4.2. L.OS Solution Provider shall ensure robust packaging as per industry standards which can withstand all mode of transportation. In the event of any damage to the L.OS Solutions at the time of delivery, during inspection and or informed by the Designated Customer at the time of delivery by Reseller, all claims of any nature shall solely lie with the L.OS Solution Provider.

- 4.3. L.OS SOLUTION PROVIDER shall promptly submit to RESELLER all certificates, approvals, authorizations, declarations of conformity or other confirmations and releases (hereinafter referred to as "**Confirmations**") required for the sale of the L.OS Solutions. L.OS SOLUTION PROVIDER shall inform RESELLER immediately if Confirmations are revoked or otherwise expire or cease to exist or if there is a threat of revocation, expiration or expiration of such Confirmations.
- 4.4. L.OS Solution Provider shall support Reseller and or the Designated Customer in relation to any issues which arise in relation to the L.OS Solutions namely with regard to its know-how, usability, functionality, after sales and warranty.
- 4.5. In the event of additional support in relation to the L.OS Solutions not covered under the above clause, both the Parties shall mutually agree on such additional support.
- 4.6. Any additional L.OS Solution specific support shall be as listed under Annexure A to this Reseller Terms.
- 4.7. L.OS Solution Provider shall specify explicitly if there are any safety related risks while using or integrating the L.OS Solutions with other system.

## **5. PRODUCT DISCONTINUATION AND IMPROVEMENTS**

- 5.1 If L.OS Solution Provider intends to discontinue production/supply of a L.OS Solution which the Reseller has purchased from L.OS Solution Provider within the past (twenty four) 24 months through Purchase Orders, L.OS Solution Provider shall notify in writing each of the units which is going to discontinue within a period of (ninety) 90 days prior to the intended discontinuation of production/supply so that Reseller may order its residual requirements within the periods to be mutually agreed between the L.OS Solution Provider and Reseller.
- 5.2 L.OS Solution Provider may propose products, as an alternative to the L.OS Solutions and within the above-mentioned period of ninety (90) days, which are comparable in technology, quality and price. This is, however, subject to the approval of Reseller and which shall not be claimed by the L.OS Solution Provider as a matter of right.
- 5.3 Notwithstanding anything contained above, there is no possibility of product discontinuation if, in an individual case, L.OS Solution Provider has explicitly taken on an obligation to perform subsequent supply under this Reseller Terms and or under any Purchase Order.
- 5.4 The L.OS Solution Provider shall provide Reseller with the technical and test-specifications for the L.OS Solutions. The L.OS Solution Provider shall inform Reseller of all changes and improvements which can be incorporated in the L.OS Solutions.
- 5.5 The L.OS Solution Provider shall provide prior information to Reseller in the event of any kind of update/upgrade/changes in hardware/software manufactured/supplied by the L.OS Solution Provider to Reseller within a period mention under clause 5.1 above in order to enable Reseller to discuss with the L.OS Solution Provider and take necessary measures to ensure the protection of after sales related services.
- 5.6 L.OS Solution Provider will continue to be liable for any kind of warranty in relation to the old L.OS Solutions which shall include, but not be limited to replace/repair the old L.OS Solutions during the warranty.

- 5.7 The L.OS Solution Provider shall ensure availability of all spare parts in relation to the L.OS Solutions during the period or warranty for such L.OS Solutions and thereafter for a period of **5** years from the end of warranty or until the end of contract with Designated Customer. This condition also applies for any L.OS Solutions discontinued/changed by the L.OS Solution Provider in Reseller Terms with Reseller.
- 5.8 Reseller shall have the right to audit the L.OS Solution Provider from time to time for L.OS Solution design, release, manufacturing, procurement & logistics processes & approve the same in line with its internal requirements and processes. The L.OS Solution Provider shall provide all the support necessary to enable Reseller to carry out such audits. In the event of any discrepancies in any of the above processes, the L.OS Solution Provider shall make relevant changes/Improvement to the processes in order to align with the requirements of Reseller from time to time.

## **6. WARRANTY PERIOD; COLLABORATION IN CASE OF COMPLAINTS**

- 6.1. The L.OS Solution Provider warrants that the L.OS Solutions shall be fit for the stated use/application. Reseller relies on the expertise of the L.OS Solution Provider for the merchantability and fitness of the L.OS Solutions for the stated use/application.
- 6.2. In case of rejection of the L.OS Solutions by RESELLER or by the Designated Customer, the process set out in **Annexure A** shall be followed. Notwithstanding the agreed RESELLER's warranty term, the L.OS Solution Provider shall be liable for defects in the L.OS Solutions as set out in **Annexure A**.
- 6.3. The L.OS Solution Provider undertakes to provide and be bound in accordance with warranty terms and or manufacturer's warranty terms (if the L.OS Solutions are traded by the L.OS Solution Provider) in relation to the L.OS Solutions and also undertakes to rectify/replace free of cost the L.OS Solutions found defective on account of manufacture and not due to wrongful usage and wrongful application.
- 6.4. In the event of complaints, L.OS Solution Provider shall conduct without delay all examinations appearing necessary and notify RESELLER of the causes and of measures to remedy such defects or replace the L.OS Solutions free of cost as soon as possible, generally interim action shall be taken within 24 hours, containment action within 14 calendar days and final root cause and corrective action within 60 calendar days of the date of complaint. L.OS Solution Provider shall also collaborate without limitation to detect the causes of the complaints and in the search for an efficient solution to the problem, even if the cause of the complaints is disputed between the Parties.
- 6.5. RESELLER and or the Designated Customer shall not be bound to accept the L.OS Solutions which do not conform to the standards, specifications, instructions given by RESELLER and accepted by the L.OS Solution Provider in that behalf. In the event of non-compliance with the quality values respectively agreed or in the event of any other deterioration in the quality of the L.OS Solutions supplied which can be evidenced, RESELLER also reserves the right to suspend in whole or in part the purchase of quantities for which a binding order has already been placed until such time as the required quality level is assured again by L.OS Solution Provider. L.OS Solution Provider cannot derive any claims against RESELLER from such suspension.

## **7. WORKABILITY**

- 7.1. Save as otherwise agreed in the specifications, L.OS Solution Provider guarantees the workability of the L.OS Solutions supplied as per the terms and conditions contained under clause 6 hereinabove.

## **8. PRICES & TAXATION**

- 8.1 The terms of payment and prices agreed in each respective Purchase Order and or under **Annexure A** to this Reseller Terms.

- 8.2 The L.OS Solution Provider agrees that Reseller shall have the right to set the sale price of the L.OS Solutions on its platform as per applicable law and the L.OS Solution Provider shall not under any circumstances whatsoever question the same during the currency of the Reseller Terms.
- 8.3 Reseller shall also have the right to sell the L.OS Solutions in the manner that suits its business needs i.e. either sold as a single L.OS Solution and or bundled with other products/solutions or as composite sales. The L.OS Solution Provider shall not have any objections to the same.
- 8.4 The L.OS Solution Provider and Reseller agree that the commercial terms and conditions of supply, prices, discounts, credit period, etc., shall be such as the L.OS Solution Provider and Reseller may mutually agree from time to time and as may be specified in the respective Purchase Orders or **Annexure A**.
- 8.5 The price is exclusive of all Goods & Service Tax” (GST) and/or any other indirect taxes, duties, levy, cesses, as applicable, imposed by government authority relating to the Services provided under this Reseller Terms, which shall be to the account of Reseller on actuals.
- 8.6 The L.OS Solution Provider is legally responsible for proper & correct compliances under GST law. The L.OS Solution Provider shall declare the details of the invoices in their statutory returns to be uploaded by the due dates contemplated under the GST law.
- 8.7 Reseller reserves right to withhold payment of GST amount if the same is not reflected in the applicable statutory Form of Company on GSTN portal. Such payment shall remain withheld till the time Reseller is provided evidence that such invoice has been uploaded on GSTN portal and GST has been paid.
- 8.8 In case of non-payment of GST or delay in payment of GST or any other material non-compliance by the L.OS Solution Provider under the GST law, Reseller shall reserve right to intimate to the GST authorities about such non-compliance with intimation to L.OS Solution Provider.
- 8.9 In case L.OS Solution Provider gets black-listed/ de-registered during the business relationship then Developer shall indemnify Reseller with tax and appropriate interest amount to ensure that no loss is borne by Reseller due to default of L.OS Solution Provider.
- 8.10 TDS shall be deducted at the prescribed rate, if any (as the case may be).

## 9. COMPETITIVENESS

- 9.1 It is mutually agreed that both Parties will take all the necessary action to uphold the competitiveness of the L.OS Solutions.
- 9.2 As regards technology, quality, price and delivery, the L.OS Solutions must be at least equivalent to comparable products of competitors. Such a comparative product must meet Reseller’s requirements.
- 9.3 In the event that a comparable product is offered by third parties at a more economic price, Reseller shall inform L.OS Solution Provider thereof in writing and set a reasonable period of time which shall take into account the scope of the measures which are probably required by the L.OS Solution Provider in order to restore full competitiveness.
- 9.4 L.OS Solution Provider shall draft a plan of action to restore competitiveness without delay and shall present this to Reseller. The plan of action shall also itemise the cost effectiveness of each individual action. For its part, Reseller undertakes to examine the plan, if applicable to point out any possible improvements to and to support L.OS Solution Provider in its implementation. Any trials and releases which may be required are to be conducted by Reseller or to be applied for at Reseller’s customers quickly.
- 9.5 The punctual presentation of a convincing concept to restore competitiveness and to put this into effect punctually constitutes material contractual duties.

## **10. DELIVERY DATES; CAPACITY PLANNING**

- 10.1 The L.OS Solution Provider shall deliver at its cost and risk, the L.OS Solutions to Reseller (as per Purchase Order) or to the Designated Customers, as directed by Reseller and further that the property/title in the L.OS Solutions shall vest with the L.OS Solution Provider during transit until delivery is affected and subject to the acceptance of the same by Reseller.
- 10.2 The L.OS Solution Provider will Install/Integrate whole Solutions (hardware, Software, Solutions or combination/Integration of all ) at Designated Customer location and obtain required Service completion Certificate for further processing of invoice from Reseller.
- 10.2 Notwithstanding the above, at the direction of Reseller, the L.OS Solution Provider shall deliver the L.OS Solutions to the designated logistics provider of Reseller. The logistic service provider shall either take the delivery of the L.OS Solutions from the location of the L.OS Solution Provider and or the L.OS Solution Provider shall deliver the same to a location as directed by Reseller and hand over the same to the logistic service provider.
- 10.3 Quantities mentioned in the call-off Purchase Order will be tentative, actual quantity may vary as per the respective project demand.
- 10.4 Supply of the L.OS Solutions to be made as per the time frame mentioned in the Purchase Order.
- 10.5 The make & model details shall be as per the L.OS Solutions decided by RESELLER and L.OS SOLUTION PROVIDER.
- 10.6 Partial deliveries are inadmissible in principle unless we expressly agreed to them or can reasonably be expected to accept them.
- 10.7 Oral Reseller Terms of any kind – including subsequent modifications and supplements to Reseller Terms and Conditions of Purchase – must be confirmed by Reseller in writing to become effective.
- 10.8 The delivery dates as agreed (issued timely by Reseller) are always binding dates of arrival at a RESELLER plant/office/Designated Customer location respectively. L.OS Solution Provider shall provide the L.OS Solutions in good time, taking account of the loading and transportation times required.
- 10.9 L.OS Solution Provider undertakes to keep the logistics department at Reseller informed of the delivery status; in particular, L.OS Solution Provider shall inform Reseller of risks involving delay relating to punctual delivery as early as possible.
- 10.10 The above is, however, without prejudice to Reseller's right to cancel a Purchase Order (save for Force Majeure events) if the same is not delivered on time and without prejudice to its rights to be indemnified for all losses and damages caused due to such delay in delivery by the L.OS Solution Provider.
- 10.11 L.OS Solution Provider guarantees to Reseller that it shall have a minimum inventory as per Annexure A in order to enable the L.OS Solution Provider to hold in readiness the necessary capacity for supplying to Reseller, in compliance with the Purchase Orders placed.
- 10.12 It being agreed by the L.OS Solution Provider that the above action of the L.OS Solution Provider is only to ensure availability of readily available L.OS Solutions to supply to Reseller and or the Designated Customer within the time specified under the Purchase Order. It shall not, under any circumstances whatsoever imply



that Reseller is liable to purchase all L.OS Solutions lying in the inventory. Supplies shall be as per the requirements of Reseller alone without any kind of minimum quantity guarantee purchase.

- 10.13 L.OS Solution Provider shall ensure through suitable action using its best endeavours and if possible, ensure uninterrupted supply of L.OS Solutions to Reseller in cases of force majeure events.
- 10.14 Drivers of the vehicles of the L.OS Solution Provider entering RESELLER premises should wear safety shoes mandatorily, have Identity badges issued by their offices, valid driving license along with valid vehicle documents, valid emission certificate and insurance.
- 10.15 Since the time is the essence of the Reseller Terms, no dispute between the parties shall in any manner entitle the L.OS Solution Provider to stop manufacturing and supplying the L.OS Solutions during any dispute resolution. The L.OS Solution Provider is aware and understands that delay in turn may cause a lot of loss and damages to Reseller. The L.OS Solution Provider, therefore, agrees that it shall be solely liable for all losses and damages caused by such delay for any reason whatsoever.

## **11. CANCELLATION OF BINDING ORDERS**

- 11.1 Except as otherwise agreed, Reseller may cancel, without being subject to compensation, if the cancellation is made within 30 days of issuance of the Purchase Order and or the Contracts Products are not in a state of readiness for dispatch. If, however, cancellation is made after 30 days of confirmation of the Purchase Order and or the Contracts Products are in a state of readiness for dispatch by the L.OS Solution Provider, Reseller is obliged to refund to L.OS Solution Provider all of the costs arising as a result, up to the amount of the respective expense made till the time of cancellation, which, despite efforts which can be reasonably expected, it was provably impossible for L.OS Solution Provider to avoid.

## **12. TERM AND TERMINATION OF THE RESELLER**

- 12.1 This Reseller Terms shall continue to be in force unless it is terminated by either party by giving 3 months' notice in writing to the other. Notwithstanding the termination of this Reseller Terms, the effectiveness of the provisions hereof with respect to the Purchase Orders prior to termination hereof shall continue in force and effect pending the full processing thereof.
- 12.2 Furthermore, L.OS Solution Provider has the obligation to supply the L.OS Solutions under the Purchase Orders still existing at the time of termination, pending the end of their respective term and to further process them in accordance with the terms of this Reseller Terms.
- 12.3 In the following cases RESELLER also has the right to terminate the Reseller Terms without notice with immediate effect:
- a. If L.OS SOLUTION PROVIDER has not restored competitiveness pursuant to clause 9 in good time (within the time period set by RESELLER pursuant to clause 9.3).
  - b. If there are concrete reasons to suggest that it is highly probable that L.OS SOLUTION PROVIDER will be unable to perform in the manner owed and in good time, contractual obligations which RESELLER is reliant on receiving performance of in a manner which is free of defects, complete and punctual after giving sufficient for rectification.
  - c. L.OS SOLUTION PROVIDER fails to perform a material contractual obligation and this violation is not rectified within a period of thirty (30) days despite a written warning.
  - d. If a third party acquires the majority of the voting rights in, the majority of shares in or the majority of the corporate assets of L.OS SOLUTION PROVIDER either directly or indirectly.
- 12.4 Claims of L.OS Solution Provider for compensation due to contractual termination by RESELLER according to clause 12.3 are excluded.

12.5 Notwithstanding the reasons for termination of this Reseller Terms, all rights and obligations arising from this Reseller Terms shall continue to remain in force beyond the end of this Reseller Terms in so far as they relate to and result from orders which were accepted by the L.OS Solution Provider before the termination of this Reseller Terms.

### **13. CONSEQUENCES OF TERMINATION**

13.1 Upon the expiry of or early termination of the Reseller Terms prior to its expiry date, for any reason whatsoever, the L.OS Solution Provider undertakes that it shall

- a. Not make any use whatsoever of the specifications, designs, disclosed or communicated to the L.OS Solution Provider by Reseller hereunder or acquired by the L.OS Solution Provider in connection with or as a result of implementation of this Reseller Terms in so far as they relate to the L.OS Solutions.
- b. Return and deliver to Reseller the tools, written specifications and documents disclosed or communicated by Reseller to the L.OS Solution Provider under this Reseller Terms relating to the manufacture of the L.OS Solutions.
- c. Not retain copies or extracts of documents, specifications nor make direct or indirect use thereof concerning to the supply of the L.OS Solutions.
- d. Not make use of the labels, literature, etc., then in their possession, custody or control and shall hand over the same to Reseller or dispose off or destroy the same in such manner as may be prescribed by Reseller.
- e. Not, in any manner and any more, represent itself as the L.OS Solution Provider of Reseller and thereby obtain undue advantage from such representation, from the date of termination.

### **14. FORCE MAJEURE**

14.1. Force Majeure shall mean the occurrence of an event beyond reasonable and foreseeable control of either of the parties and which renders impossible the performance by either of the parties in the light of their agreed upon obligations. Such an event could include by way of example, war or civil disorders, acts of Government and Governmental Agencies, acts of God and/or natural catastrophes and labor strikes, etc.

14.2. If a force majeure circumstance occurs, then the party whose obligation under this Reseller Terms is affected by the force majeure circumstances, may be excused from performance during the pendency of the force majeure circumstances, and any counter performance shall likewise be held in abeyance.

14.3. The affected party shall forthwith notify the other party by email/telephone upon the occurrence of force majeure circumstances stating the cause of the circumstances and the reasonably expected duration of such circumstances which shall be followed by a confirmatory letter.

### **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 The L.OS Solution Provider is liable for claims which arise from violation of intellectual property rights, registration of industrial-property rights, and/or proprietary rights (Intellectual Property Rights) in relation to the L.OS Solutions. In the L.OS Solution Provider trades in the L.OS Solutions, then It shall be the responsibility of the L.OS Solution Provider to have back-to-back Reseller Terms with the manufacturer of the L.OS Solutions in order to ensure that the L.OS Solutions do not violate any Intellectual Property Rights. The L.OS Solution Provider exempts Reseller and its customers from liabilities arising from the use of such proprietary rights.



- 15.2 Both parties undertake to inform each other immediately as soon as risks of violations or apparent violation cases become known.
- 15.3 At the request of Reseller, the L.OS Solution Provider shall inform Reseller regarding the use of its (the L.OS Solution Provider's) own published proprietary rights, as well as property rights licenses, as far as they concern the L.OS Solutions.

## **16. PRODUCT LIABILITY AND WARRANTY**

- 16.1. Within the framework of the contractual and legal regulations, the L.OS Solution Provider shall be liable to Reseller and to third parties for supply of faulty/defective L.OS Solutions and for consequential damages.
- 16.2 It shall be the obligation of the L.OS Solution Provider to execute relevant Reseller Terms and co-ordinate with the manufacturer of the L.OS Solutions to enable back-to-back warranty rights and or replacement of faulty or defective L.OS Solutions supplied to Reseller and or Designated Customer.
- 16.2. The L.OS Solution Provider hereby undertakes to hold harmless Reseller from all claims of third parties relating to defective L.OS Solutions.
- 16.3. Within the framework of his obligation to observe the market and the product, the L.OS Solution Provider shall have the obligation to inform Reseller immediately of all discernible product risks, and if possible, to consult Reseller before taking the necessary steps. In particular, the L.OS Solution Provider shall co-operate in checking for problems and in taking measures to solve them.
- 16.4. In urgent cases and specially to react adequately to dangerous situations, Reseller has the right to take suitable measures on its own without previously consulting the L.OS Solution Provider including any recall of call back campaign of L.OS Solutions.
- 16.5. The L.OS Solution Provider shall bear all costs and expenses which are related to such actions as mentioned above. These include but are not limited to the costs of recall/replacement/repair of L.OS Solutions and all costs of legal action resulting from the L.OS Solution Provider's breach of his contractual or legal obligations. Reseller shall be entitled to recover all costs from any payment due to the L.OS Solution Provider. If such payments do not cover all the costs payable to Reseller for any breach of any of the terms and conditions of this Reseller Terms, L.OS Solution Provider shall be liable to indemnify and keep indemnified Reseller for all costs.

## **17. CONFIDENTIALITY**

- 17.1 **Confidential Information:** The Parties acknowledge that in connection with the Services hereunder the L.OS Solution Provider shall have access to written/oral information/ data and/ or other confidential information which is proprietary and/or confidential to Reseller and which is so market proprietary and/ or confidential or which it would be reasonable to assume was proprietary or confidential due to the nature of the information disclosed. Confidential information material ("the Information") shall mean, any information disclosed by Reseller to the L.OS Solution Provider directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, know-how, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of Reseller; and analysis, compilations, studies, summaries, extracts, or other documentation prepared by the L.OS Solution Provider on behalf of Reseller in relation to the Services. The L.OS Solution Provider agrees to keep confidential all such Confidential Information and shall not disclose the same, either in whole or in part to any third party without Reseller's prior written consent.
- 17.2 The L.OS Solution Provider shall observe strict confidentiality of the business, technical and commercial information pertaining to the L.OS Solutions which may be disclosed by Reseller to the L.OS Solution

Provider, or which may become known to the L.OS Solution Provider pursuant to the Services rendered. The L.OS Solution Provider shall obligate its employees as well to similar confidentiality.

- 17.3 Neither the L.OS Solution Provider, nor its employees shall copy, reproduce, publish or distribute any Confidential Information without the prior written consent of Reseller except for the purpose of giving the same to those persons who are permitted to receive the information (on a "Need to Know" basis) together with all copies (if any) made unless it has been expressly authorized to do so by Reseller.
- 17.4 No rights or obligations other than those expressly provided for in this Reseller Terms shall be implied from this Reseller Terms. Nothing herein contained shall in any way affect the present and prospective rights of Reseller under any patent law of any country, or be construed to grant to the L.OS Solution Provider a license under any present or future patent, patent application, trade secret, trademark, or intellectual property rights related to the proprietary information of Reseller, except the limited right to use such information in connection with the Services as stated in this Reseller Terms above.
- 17.5 The L.OS Solution Provider shall indemnify Reseller for all costs, expenses or damages that Reseller incurs as a result of any violation by of any provisions of this Reseller Terms. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The L.OS Solution Provider acknowledge that as damages may not be a sufficient remedy for any breach under this Reseller Terms, Reseller is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
- 17.6 The remedies provided in this Reseller Terms shall be in addition to any legal or equitable remedies existing at law or provided for or in any other Reseller Terms between the Parties, and shall not be construed as a limitation upon, or an alternative for, or in lieu of, any such remedies. If any provision of this Reseller Terms shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby.
- 17.7 Both the Parties agree that the terms and conditions of Confidentiality hereinabove shall continue for a further period of 10 years, which shall start from the date of expiry of this Reseller Terms and or earlier termination, whichever is earlier.
- 17.8 The L.OS Solution Provider shall keep confidential the business relationship between itself and Reseller under this Reseller Terms and shall not, under any circumstances whatsoever, divulge such business relationship and or association with Reseller in any advertisements, business dealings with any third party.

## **18 FINAL PROVISIONS**

- 18.1 Alterations and supplements to this Reseller Terms must be made in writing and signed by representatives of both the Parties.
- 18.2 If any provisions of this Reseller Terms should be or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions.
- 18.3 This Reseller Terms and all Reseller Terms under this Reseller Terms and any disputes arising here from are subject to Indian law. The courts of Bangalore shall have exclusive jurisdiction.
- 18.4. 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 Reseller 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 Reseller Terms to three (3) arbitrators one (1) each to be appointed by Reseller and the L.OS Solution Provider 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.

- 18.5 The assignment of rights and the transfer of duties under this Reseller Terms requires the prior written consent of the other party.
- 18.6 The L.OS Solution Provider shall at its cost obtain all transport permissions, if required, from statutory authorities/government/agencies for such transportation and delivery including transit insurance. Forms required for entry of products into a State shall be arranged by Reseller.
- 18.7 All notices under this Reseller Terms shall be in writing and shall be served by sending the same by registered post, addressed to the other party at its registered office and in providing services it shall be sufficient to show that the same has been properly addressed and posted.
- 18.8 These Reseller Terms along with applicable Purchase Orders issued by Reseller constitutes the whole of the understanding between the parties in respect of the subject matter of this Reseller Terms.

**Bosch Mobility Platform and Solutions India Private Limited**