

BOSCH BRAKE COMPONENTS LLC
MOBILITY AFTERMARKET DIVISION – US Only
WAREHOUSE DISTRIBUTOR SALES POLICY

This Bosch Brake Components LLC Mobility Aftermarket Division – US Only Warehouse Distributor Sales Policy (“Sales Policy”) is a Sales Policy made and entered into as of the effective date set forth below (“Effective Date”) by Bosch Brake Components LLC (“Bosch”), a Delaware limited liability company with its principal office at 1 Tower Lane, Suite 3100, Oakbrook Terrace, Illinois 60181 and any authorized Bosch distributor (“Distributor”).

This Sales Policy (“Sales Policy”) consists of:

- (1) The Aftermarket Division Warehouse Distributor Terms and Conditions attached hereto including any and all exhibits incorporated therein (“Terms and Conditions”); and,
- (2) Bosch’s Warehouse Distributor Policy Manual, which Bosch may modify from time to time in its sole discretion upon notice to Distributor (“Policy Manual”).

SALES POLICY EFFECTIVE DATE: April 1, 2025.

AFTERMARKET DIVISION

WAREHOUSE DISTRIBUTOR TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Bosch Brake Components LLC Mobility Aftermarket Division – US Only Warehouse Distributor Sales Policy (“Sales Policy”).
2. **Appointment.** Subject to the terms and conditions of this Sales Policy, Bosch hereby appoints Distributor, and Distributor hereby accepts Bosch’s appointment, as a nonexclusive authorized warehouse distributor of the products set forth in the Bosch Mobility Aftermarket Price File provided by Bosch to Distributor or made available by Bosch on its B2B website, www.boschadvantage.com, (“Bosch Products”). This appointment authorizes Distributor to promote, sell and distribute Bosch Products; provided, however that Distributor may not promote, sell or distribute Bosch Products in violation of the United States’ or any other applicable jurisdictions trade control regulations or other federal, state or local laws.
3. **Non-Exclusive Rights.** The appointment of the Distributor under this Sales Policy is nonexclusive. Bosch reserves the right to promote, sell or distribute Bosch Products, or any other Bosch or third-party product or service under any trademark or other commercial symbol, directly to any third party, and to appoint, at its sole discretion, other third parties to do the same.
4. **Right to Modify Products, Withdraw Products and Restrict Channels.** Bosch further retains the rights, at its sole discretion, to (a) modify or otherwise change any of the Bosch Products; (b) withdraw any of the Bosch Products from the product line(s) it makes available for promotion, sale or distribution; and (c) limit the channels for sale and distribution of Bosch Products.
5. **Term and Termination.** This Sales Policy shall be effective as of the Effective Date defined in the Sales Policy and shall remain in effect unless superseded by a new Sales Policy issued by Bosch Brake Components LLC in its sole discretion. Notwithstanding the stated term, Bosch Brake Components LLC may terminate this Sales Policy for convenience and without cause upon providing 30 calendar days advance written notice to the Distributor. Bosch may also terminate this Sales Policy upon notice to Distributor if Distributor (a) fails to make a payment when due and such failure is not resolved within 20 calendar days after notice of the failure is given by Bosch; (b) breaches or otherwise fails to comply with any obligation in Sections 8 and 9 hereof and Section 12 of the Policy Manual; (c) breaches any term or condition of this Sales Policy and such breach is not cured within 30 calendar days after notice of the breach is given by Bosch; (d) breaches any term or condition of this Sales Policy on three or more occasions; (e) violates any federal, state, local or municipal law or regulation; (f) becomes insolvent or makes a general assignment for the benefit of creditors, or files any petition under Chapters 7, 11, or 13 of Title XI of the United States Code or other similar laws; (g) substantially closes its business or voluntarily ceases to promote, sell and distribute Bosch Products; (h) an officer, director or principal of Distributor is convicted of a felony, or any other crime or offense that Bosch in its sole discretion reasonably believes will adversely affect its business reputation and goodwill; (i) concludes a transfer of ownership or any right to control the management or operations of Distributor to any other person, without the prior written consent of Bosch; (j) assigns, sublicenses or delegates its rights, obligations or duties hereunder this Sales Policy without the prior written consent of Bosch; or (k) defrauds anyone, including without limitation Bosch, or misrepresents any material fact to Bosch or any third-party at the time of signing this Sales Policy or at any time thereafter.
6. **Effect of Termination or Expiration.** Upon termination or expiration of this Sales Policy, Distributor shall: (a) immediately discontinue designating itself as a Distributor for Bosch Products; (b) cease holding itself out in any fashion as a Distributor or authorized seller of Bosch Products; (c) return to Bosch all sales literature, customer lists, promotion information and any other documents or tangible items pertaining to Bosch's business and/or Bosch Products; and, (d) pay all outstanding amounts due to Bosch.
7. **Limitation of Remedies.** UPON TERMINATION OF THIS SALES POLICY, BOSCH SHALL NOT BE LIABLE TO THE DISTRIBUTOR FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF: (A) PRESENT OR PROSPECTIVE PROFITS ON SALES OR ANTICIPATED SALES; (B) EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN CONNECTION HERewith OR IN CONNECTION WITH THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF THE BUSINESS OR GOODWILL OF BOSCH OR DISTRIBUTOR; OR (C) ANY OTHER CAUSE WHATSOEVER. IN ADDITION, BOSCH SHALL NOT BE LIABLE TO DISTRIBUTOR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR DAMAGES OF ANY OTHER KIND OR CHARACTER, FOR ANY ACTS OR OMISSIONS ARISING OUT OF THE RELATIONSHIP CREATED BY THIS SALES POLICY, THE TERMINATION OF THIS SALES POLICY OR THE EXPIRATION OF THIS SALES POLICY, AS PROVIDED HEREUNDER. ANY TERMINATION, HOWEVER, SHALL NOT AFFECT THE RIGHTS OR LIABILITIES OF THE PARTIES WITH RESPECT TO ORDERS PREVIOUSLY ACCEPTED AND GOODS PREVIOUSLY SOLD UNDER THIS SALES POLICY OR WITH RESPECT TO ANY INDEBTEDNESS THEN OWING BY EITHER PARTY TO THE OTHER.

8. **Confidentiality.** Distributor acknowledges that in the course of performing Distributor's obligations hereunder, Distributor will receive information which is confidential and proprietary to Bosch. Distributor shall not use or disclose such information except as may be required in performance of this Sales Policy.

9. **Trademarks.** Distributor is not authorized or granted any right to use the name "Bosch", the magneto symbol or any other trademark or commercial symbol of Bosch or its affiliates ("Trademarks"), except that it is permitted the non-exclusive, non-transferable use of those Trademarks commonly utilized by Bosch in connection with the Bosch Products (which does not include any "Bosch" trademarks or commercial symbols) for the sole purpose of promoting Bosch Products. Any such use shall be in a manner and form approved by Bosch. Distributor may not use any of the Trademarks as part of, or in connection with, its corporate or business name, trademarks, trade names or service marks. Distributor shall cease any use of the Trademarks which is disapproved by Bosch for any reason and shall cease all use of the Trademarks upon the termination or expiration of this Sales Policy. Distributor acknowledges that the Trademarks are registered trademarks of Robert Bosch GmbH and/or its affiliates. Nothing in this Sales Policy or in the course of performance under this Sales Policy shall confer on Distributor an ownership interest in the Trademarks. Distributor shall immediately notify Bosch of any use of the Trademarks which comes to its attention that may infringe upon Bosch's rights and shall cooperate at Bosch's expense in any prosecution of such infringement, including, but not limited to, counterfeit Bosch products that improperly use the Bosch Trademarks on products not manufactured or authorized by Bosch. If Distributor is not certain whether a product is a counterfeit Bosch product, Distributor shall request Bosch to inspect the product to determine whether it is a genuine Bosch product.

10. **Force Majeure.** In the event either party is unable to fully perform its obligations hereunder (except for Distributor's obligation to pay for Bosch 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. Timely notice of such inability to perform shall be given to the other party.

11. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given, if delivered personally or three (3) days after being mailed by certified, registered, or express mail, postage prepaid, return receipt requested to the parties at their respective addresses as set forth herein.

12. **Entire Sales Policy, Severability & Waiver.** The terms of this Sales Policy are intended as a final expression of all terms as are included in this Sales Policy and may not be contradicted by evidence of any prior or contemporaneous Sales Policy or agreement. The parties further intend that this Sales Policy constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any proceeding, if any, involving this Sales Policy. If any provisions of this Sales Policy are declared to be invalid, such provisions shall be severed from this Sales Policy and the other provisions shall remain in full force and effect. A waiver of a breach or default under this Sales Policy shall not be deemed to be a waiver of any subsequent breach or default. By submitting a Purchase Order to Bosch the Distributor voluntarily terminates any and all agreements in force between Bosch and the Distributor as of the Effective Date hereof. Except for claims relating to Distributor's failure to make payments when due or arising out of Sections 7 and 8 hereof and Section 12 of the Policy Manual, by entering into this Sales Policy the parties release any and all claims either party has or may have against the other whether known or unknown, whether based upon or arising out of any past contractual relationship for the distribution and sale of products sold by Bosch. No waiver on the part of either party hereto of any right or interest hereunder shall be binding unless made in writing and shall in no event imply the waiver of any subsequent breach or the waiver of any other right or interest.

13. **Arbitration.** All disputes between Bosch and the Distributor, arising out of or relating to this Sales Policy or to the breach or alleged breach or interpretation thereof, or the termination of this Sales Policy, shall be sent to and resolved by binding arbitration and will be submitted before the American Arbitration Association ("AAA"). Within fifteen calendar days (15) after either party has notified the other in writing that it is submitting a dispute to arbitration, one (1) arbitrator shall be chosen under the then current rule of the AAA pertaining to commercial disputes. Neither party shall be allowed to object to any arbitrator appointed by AAA. The ensuing arbitration shall be held in Detroit, Michigan. The arbitration shall be conducted according to the rules of the AAA, except that the AAA shall not have authority to make any award for punitive damages or any award for damages not expressly authorized under this Sales Policy, nor may the arbitrator require a party, as part of any discovery allowed in the proceeding, to produce or search electronically-stored information which is not used in the ordinary course of its business unless the requesting party has (a) demonstrated a compelling need and that such need outweighs any burden that the producing party will bear and (b) agreed to pay all expenses incurred by the producing party in connection with the requested search and production, including the costs of reviewing such Information for privilege and trade secrets. The arbitration award shall be in writing, shall contain findings of facts and conclusions of law and shall be final and binding. The decision of the arbitrator may be entered in and enforced by any court pursuant to Section 14 of this Sales Policy. Notwithstanding anything to the contrary in this Sales Policy, in the event of an alleged breach by Distributor of its obligations under Sections 7 and 8 hereof or Section 12 of the Policy Manual, Bosch may seek temporary injunctive relief from any court

of competent jurisdiction pending appointment of an arbitrator. Bosch shall also promptly file a notice of arbitration and a request that the arbitrator provide temporary relief. Any temporary injunctive relief entered by a court shall continue in effect only until the arbitrator has issued a decision on temporary relief. Distributor acknowledges and agrees that any breach by Distributor of its obligations under Sections 7 and 8 hereof or Section 12 of the Policy Manual would cause irreparable injury to Bosch and that monetary damages would not provide an adequate remedy for such misconduct, and that such misconduct may be enjoined by a court without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy.

14. **Choice of Law.** This Sales Policy shall be deemed to have been negotiated and entered into in the State of Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to Michigan choice of law rules, it being the intent of the parties that the internal laws of the State of Michigan shall govern any and all disputes arising out of or relating to this Sales Policy. By execution of this Sales Policy, the parties hereto consent to the jurisdiction of the state and federal courts of the State of Michigan for purposes of enforcing any arbitration award and further consent to service of process by mail for purposes of instituting legal proceedings.

15. **Enforcement Costs.** The party prevailing in any litigation or legal proceeding, including arbitration, arising out of any dispute under this Sales Policy, shall be entitled to recover its reasonable attorney's fees and costs from the other party.

16. **Relationship of the Parties.** Distributor is an independent contractor which operates its business according to its own independent business judgment. The relationship between the parties is not, and this Sales Policy does not create, an agency, joint venture, partnership, franchise, fiduciary or employment relationship. Distributor is not authorized to and shall not purport to waive any right or to incur, assume, or create any debt, obligation, contract or release of any kind in the name of or on behalf of Bosch.

17. **INTELLECTUAL PROPERTY RIGHTS.** As between Bosch and Distributor, Bosch exclusively owns and shall retain exclusive ownership of all right, title, and interest, including all worldwide patent, trademark, copyright, trade secret, and other intellectual property and proprietary rights (collectively, "Intellectual Property Rights") in and related to (a) the Bosch Products; (b) any services; and (c) all other ideas, inventions (whether patentable or not), concepts, designs, methods, processes, software (including source code and object code), data, and works of authorship authored, developed, or conceived by Bosch in connection with the Bosch Products, services, along with all software, functions, and related documentation provided by Bosch or any division or affiliate thereof. Bosch reserves the right to brand, mark, or label the Bosch Products, services, and accompanying packaging with Bosch trademarks.

**BOSCH BRAKE COMPONENTS LLC
MOBILITY AFTERMARKET DIVISION**

WAREHOUSE DISTRIBUTOR POLICY MANUAL

Section	Section Name	Page	Previous Effective Date	Current Effective Date
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3	Payment Terms	6	04/01/2021	04/01/2025
4	Orders	7	04/01/2021	04/01/2025
5	Shipment and Delivery	7	04/01/2021	04/01/2025
6	Warranty Policy and Warranty Return	9	04/01/2021	04/01/2025
7	Online Account Management And			
	Electronic Content	12	04/01/2021	04/01/2025
7	Export Control and Customs	18	12/01/2022	04/01/2025

List of Exhibits

1. Warranty Return Authorized Carrier List
2. Sample Bill of Lading – Warranty Returns only
3. License and Terms of Use for Bosch Brake Components LLC's Online Electronic Automotive Aftermarket Product Catalog

1. DEFINITIONS AND SCOPE

All other terms not otherwise defined herein shall have the same meaning ascribed to them in the Sales Policy and the Terms and Conditions. This Warehouse Distributor Policy Manual applies only to the products set forth in the Mobility Aftermarket Price File provided by Bosch Brake Components LLC ("Bosch") to Distributor or made available by Bosch on its B2B website, www.boschadvantage.com, ("Bosch Products").

2. PURCHASE AND PRICING POLICY

2.1. Order Acceptance. An order for the purchase of goods shall be deemed an offer to purchase those goods upon the terms and conditions specified in the Sales Policy, the Warehouse Distributor Policy Manual, and other Bosch terms and conditions, which shall be accepted upon shipment from Bosch. Distributor agrees and acknowledges that the pre-printed terms and conditions on its order are null and void and will be deemed not effective.

2.2. Prices. All Bosch Product prices are subject to adjustment by Bosch at any time and its sole discretion. Distributor will be invoiced at the current prices specified in the Bosch Mobility Aftermarket Price File ("Price File") at the time order is placed. Backorder releases and cores are also priced at time of order. Unless otherwise specified by Bosch, all prices are subject to the shipping terms set forth in Section 5 below.

Bosch will not honor erroneous prices whether they are published (e.g., price list) or electronically shown (e.g., online ordering system) and may cancel any item with a price mistake or glitch from an order.

2.3. Freight. Prices include cost of freight for orders of \$2,500 or more at WD price (excluding core charges), backorders resulting from Bosch's failure to deliver as agreed and initial orders for new product launches.

2.4. Taxes. Prices are exclusive of any applicable federal, state, provincial or local use taxes or assessments. Taxes or assessments which Bosch is required by law to collect will be separately invoiced to Distributor. Bosch agrees that no tax for which a valid exemption exists, based on governing laws, will be included in the prices. In order for valid sales and use tax exemptions to exist, Distributor agrees to properly document and provide Bosch with applicable sales and use tax exemption certificates, when requested by Bosch.

2.5. Minimum Purchase Requirement. Distributor agrees to purchase Bosch Products equaling at least \$100,000 USD annually.

2.6. Target Markets and Product Use. Products offered in this Sales Policy are to be sold or consumed within the target market country of United States only. - The Bosch Products are only approved for use within the automotive industry. The Bosch Products should not be used in a military application, aerospace application. Follow the site link to check target market compliance: <https://www.boschaftermarket.com/gb/en/gr>.

3. PAYMENT TERMS

3.1. Terms. Unless otherwise specified by Bosch, terms of payment are net 30 days, with no discount allowed for early payment. The monthly billing cycle begins on the 26th of one month through the 25th of the following month. Bosch reserves the right to change or suspend credit terms or require cash in advance payment whenever Bosch has reasonable doubt as to Distributor's credit worthiness. If Distributor becomes delinquent in payment or refuses to accept cash in advance shipments, Bosch shall have the right, in addition to all other available rights and remedies, to cancel any or all orders, withhold further deliveries, and declare

all unpaid amounts for Bosch Products previously delivered immediately due and payable. Amounts past due shall be subject to a finance charge of 1.5% per month. All costs and expenses incurred by Bosch as a result of nonpayment or delinquent payment, including collection costs, interest and reasonable attorney's fees, shall be paid by Distributor. Distributor is not entitled to off-set any amounts due or allegedly due from Bosch to Distributor from its debts towards Bosch.

3.2. Backorders. Distributors may elect between a "Ship and Cancel" process or a "Backorder" process. Backorders \geq 90 calendar days will be cancelled unless otherwise negotiated. Backorders on promotional items shipped after the promotion end date will be billed at the promotion price, if applicable.

3.3. Inventory Adjustments. No inventory adjustments will be allowed for any nonpayment issues.

4. ORDERS

4.1. Order Placement. Orders may be placed via EDI, B2B, phone, fax, and email. For details, contact Bosch customer service at 800-444-0470. All orders are subject to acceptance by Bosch. No cancellations or changes to the Bosch products ordered shall be effective without Bosch's written consent.

Central Zone Customers: Central.customer.care@us.bosch.com

Eastern Zone Customers: Eastern.customer.care@us.bosch.com

Western Zone Customers: Western.customer.care@us.bosch.com

4.2. Regular Stock Orders. All regular stock orders totaling \$2,500 or more at WD Price (excluding core charges), qualify for prepaid shipment by Bosch. Expected order shipment time is 3-5 business days pending available stock after receipt of the order. Drop ship orders are excluded.

4.3. Emergency Orders. Special Orders received prior to noon Central Time, will ship the same day and follow the "Ship or Cancel" process. All Special Orders ship freight collect. A maximum of five lines per order meeting minimum order quantities per item and not to exceed a case per line are required. We reserve the right to charge a 5% handling fee to invoice. In the case where Bosch covers the cost of freight, Bosch reserves the right to charge a 10% handling fee to invoice.

4.4. Order Fill. Except for Special Orders, ordered items will be shipped from available stock. Lots separately shipped will be separately billed. Complaints or claims with respect to one shipment will not be offset against payments due on another shipment. Partial or split shipments may occur from one or more Bosch Distribution Centers. Partial or "out of stock" items will be backordered unless the Distributor specifies otherwise. Backorders will be consolidated and shipped when possible. The packing list will be included with the shipment and will indicate the order status at time of receipt by Distributor. Items that are superseded will also be indicated on the packing list.

4.5. Minimum Order Quantities. Minimum order quantities are required for all orders as set forth in the Price File. All orders will be rounded up to the closest package size.

5. SHIPMENT AND DELIVERY

5.1. Delivery. Notwithstanding anything to the contrary, all delivery dates are estimates only. Bosch's only obligation with respect to delivery dates shall be to use reasonable efforts to meet the 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. Delivery terms shall, unless otherwise specified in Bosch's quotation, be as follows: (a) U.S. domestic shipping (i.e. shipments are from a U.S. location to a U.S. location), will be: FOB (as commonly understood in U.S. domestic freight movement) the designated Bosch facility; and (b) all other shipping will be FCA (as defined in Incoterms 2020) at the designated Bosch facility. Title and risk of loss to Bosch Products shall transfer upon delivery to carrier in accordance with the foregoing delivery term. Unless otherwise agreed, Bosch will ship via industry standard means for the applicable Bosch Products. Bosch reserves the right to select the mode and route of transportation.

5.2. Acceptance. All claims for loss or damage in transit shall be made in accordance with this Section 5.2. Shipments shall be deemed accepted unless written notice of rejection is received by Bosch within 5 business days, after receipt of the Bosch Products by Distributor.

5.2.1. Shortage. At the time of delivery, Distributor shall verify count of pieces shown on carrier's delivery receipt. Distributor shall indicate any discrepancy or shortage in writing on both the Distributor and the carrier's respective copies (i.e. "short one box", "short one skid", etc.) and obtain the driver's signature acknowledging the same.

5.2.2. Visible Damage. In the event that part of the shipment (not the majority or the entirety of the shipment) show visible evidence of possible tampering/theft such as re-taping, ripped/torn surfaces, open flaps or other damage (open flaps, compressed sidewalls, holes/punctures, wet, etc.) on the corrugated packages, cartons or "gaylords": (a) Distributor shall indicate such condition in writing on both the Distributor and the carrier's respective copies (i.e. "damage one box", "damage one skid", etc.) and obtain the driver's signature acknowledging the same; and (b) immediately notify its Bosch Customer Service Representative to request carrier inspection. Distributor shall hold all damaged or suspected pilfered cartons, packages, etc. "as is" until carrier inspection has taken place. Thereafter, Distributor shall follow Bosch's instructions concerning the affected Bosch Products.

5.2.3. Concealed Damage. In the event of concealed damage discovered after delivery, Distributor shall notify its Bosch Customer Service Representative within 5 business days to request carrier inspection. Distributor shall hold all damaged Bosch Products and packaging "as is" until carrier inspection has taken place. Customer is requested to submit pictures of damage and send to customer service / sales rep. Thereafter, Distributor shall follow Bosch's instructions concerning the affected Bosch Products.

5.3. Warehouse Error. If a shipment is delivered in good order with all pieces of freight accounted for and, upon inspection, shortages, overages, wrong parts, etc., are discovered, Distributor shall notify Bosch Customer Service at 800-444-0470 or via email within 10 business days of delivery. After 10 business days of delivery, any complaint will be rejected. Bosch will provide assistance and authorize disposition through the use of our "Delivery Complaint and Return Authorization Request" Form. Inventory list is required when sending product back to the warehouse. Bosch will not accept return merchandise or accept any disposition without its prior written approval.

5.4. Drop Shipments. Distributor may request direct shipment of Bosch Products to a location not listed on the Sales Policy provided that the shipment is for a Special Order and the drop ship location is a recognized automotive business establishment or a distribution center owned by Distributor.

5.5. Packing. Unless otherwise agreed, standard packing for domestic shipment is included in the quoted price. When special packing is requested, Distributor will be charged for additional expenses. Bosch will ship on a wood pallet in good condition or standard parcel is packaging of our choice, with packing list enclosed in last box of shipment.

7. WARRANTY POLICY

- 7.1** Bosch warrants that the Products will conform to the applicable specifications and will be free of defects in design (to the extent that Bosch furnishes the design), material and workmanship, subject to the terms and conditions and for the warranty period stated in Bosch's standard limited warranty for each Product.
- 7.2** If Distributor believes a recall is required by law and, in whole or in part, is caused by the Bosch Products, Distributor shall give prompt written notice to Bosch, keep Bosch fully informed and consult with Bosch on the actions to be taken. Such prompt written notice is also required in the event of any product-related incident such as fire, accident, or malfunction causing injury, and shall be accompanied by all information available to Distributor. Prior to any recall involving the Bosch Products, Bosch shall have the right to perform a full investigation including, but not limited to, inspection and testing (including destructive testing) of the Bosch Products involved, scene investigation, and copies of all witness statements, reports, analysis, and tests performed by or on behalf of or in the possession of Distributor. Distributor shall give Bosch full support for such investigation. In the event that a recall is determined to be legally required, both parties agree to negotiate a fair and equitable reimbursement of Distributor's direct expenses incurred for such recall. In no event shall Bosch's liability hereunder exceed 10% of the average yearly net invoiced value of the aggregate sales of the Bosch Products concerned to Distributor, nor shall Bosch be liable for mark-ups or profit margins normally accruing to Distributor or its customers in the provision of replacement parts, nor for costs of handling, administration, customer inducement or incentives, nor for incidental, consequential or punitive damages (including but not limited to damages caused by standstill, loss of goodwill, profits), whether incurred by Distributor or any of its customers.
- 7.3** Bosch warrants Bosch Products in accordance with the applicable warranty policies made available at www.boschadvantage.com, as modified from time to time. THE WARRANTY PROVIDED THEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOSCH ASSUMES NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 7.x** Warranty Limitation. If Bosch obtains knowledge that any deliverables do not comply with applicable legal regulations, Distributor shall inform Bosch immediately. Bosch is entitled to carry out its own analysis regarding compliance with applicable legal regulations. In cases of doubt, Distributor is obliged to prove conformity with all applicable legal regulations. Bosch is entitled to retain deliverables until Distributor provides sufficient evidence for the conformity of the deliverables with these legal regulations. In the event of a claim by third parties due to Distributor's violation of the obligations mentioned in this Section 7.x, Distributor shall release Bosch from any liability arising out of such claim.
- 7.4** Bills of lading should prominently show the following information: **A sample Bill of Lading is below as Exhibit 10.**

7.4.1 Bill To Information:

BILL FREIGHT CHARGES TO:
Bosch Brake Components LLC
C/o Cass Information Systems

PO Box 67
St. Louis, MO 63166

7.4.2 Consignee (Destination) information based on the addressing instructions on Exhibit 9 for Distributor's geographical area.

7.4.3 Commodity Description:

WARRANTY, AUTO – FAK CLASS 60

7.4.4 Correct pieces and weight for parts, total number of pieces and total weight for the entire shipment.

EXHIBIT 9 - ADDITIONAL RETURN INSTRUCTIONS AND AUTHORIZED CARRIER LIST – BY GEOGRAPHICAL AREA for Warranty Returns Only.

For any questions or assistance for the authorized Carrier, please reach out to our Traffic Aftermarket at Aftermarket.Traffic@us.bosch.com

1. STATE ASSIGNMENT: Alabama, Arizona, California, Colorado, Connecticut, D.C, Kansas, Massachusetts, Minnesota, N Hampshire, NJ, Ohio, Pennsylvania, Tennessee, Utah, Wisconsin, W Virginia

Authorized Carrier: XPO Call your local XPO Terminal for pickup (<https://www.xpo.com/>)
Bill of Lading & Shipping Labels: Prepare one (1) set of Bill of Lading and a set of shipping labels for warranty returns.

The consignee (destination) address should read as follows:

Bosch Brake Components LLC
Attn: Warranty Returns
6555 Fulton Industrial Blvd
Atlanta, GA 30336

2. STATE ASSIGNMENT: Maryland, Michigan, Missouri, NY, Oklahoma

Authorized Carrier: SAIA Call your local Saia Terminal for pickup (www.saia.com)
Bill of Lading & Shipping Labels: Prepare one (1) set of Bill of Lading and a set of shipping labels for warranty returns.

The consignee (destination) address should read as follows:

Bosch Brake Components LLC
Attn: Warranty Returns
6555 Fulton Industrial Blvd
Atlanta, GA 30336

3. STATE ASSIGNMENT: Florida, Georgia, Illinois, Indiana, Louisiana, Mississippi, N Carolina, S Carolina

Authorized Carrier: AAA. Call your local AAA Terminal for pickup

Bill of Lading & Shipping Labels: Prepare one (1) set of Bill of Lading and a set of shipping labels for warranty returns.

The consignee (destination) address should read as follows:

Bosch Brake Components LLC
Attn: Warranty Returns
6555 Fulton Industrial Blvd
Atlanta, GA 30336

4. STATE ASSIGNMENT: Kentucky, Texas, Virginia

Authorized Carrier: SEFL. Call your local SEFL Terminal for pickup

Bill of Lading & Shipping Labels: Prepare one (1) set of Bill of Lading and a set of shipping labels for warranty returns.

The consignee (destination) address should read as follows:

Bosch Brake Components LLC
Attn: Warranty Returns
6555 Fulton Industrial Blvd
Atlanta, GA 30336

5. STATE ASSIGNMENT: Oregon, Washington

Authorized Carrier: ABF. Call your local ABF Terminal for pickup

Bill of Lading & Shipping Labels: Prepare one (1) set of Bill of Lading and a set of shipping labels for warranty returns.

The consignee (destination) address should read as follows:

Bosch Brake Components LLC
Attn: Warranty Returns
6555 Fulton Industrial Blvd
Atlanta, GA 30336

EXHIBIT 9 - Warranty Return Authorized Carrier List

Date:	BILL OF LADING	Page _____
SHIP FROM		
Name:		Bill of Lading Number: _____
Address: **Shipper's name and address** City/State/Zip:		
SID#: FOB: <input type="checkbox"/>		BARCODESPACE
Name: Bosch Brake Components LLC Attn: Warranty Returns Location #:		CARRIER NAME: **Designated Carrier** Trailer number:
Address: 6555 Fulton Industrial Blvd		Seal number(s):
City/State/Zip: Atlanta, GA 30336		SCAC:
CID#: FOB: <input type="checkbox"/>		Pro number:
		BARCODESPACE
Name: Bosch Brake Components LLC C/O Cass Information Systems Address: PO Box 67		
City/State/Zip: St. Louis, MO 63166		Freight Charge Terms: <i>(freight charges are prepaid unless marked otherwise)</i>
SPECIAL INSTRUCTIONS:		Prepaid _____ Collect _____ 3 rd Party __XX__
		<input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading (check box)

CUSTOMER ORDER INFORMATION						
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP (CIRCLE ONE)		ADDITIONAL SHIPPER INFO	
			Y	N		
			Y	N		
			Y	N		
			Y	N		
GRAND TOTAL			Y	N		

HANDLING UNIT		PACKAGE		WEIGHT	H.M. (X)	COMMODITY DESCRIPTION <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360</small>	LTL ONLY	
QTY	TYPE	QTY	TYPE				NMFC #	CLASS
						Warranty, Auto	62120-2	77.5
						GRAND TOTAL		

<p>Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:</p> <p>"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding</p> <p style="text-align: center;">per _____."</p>	<p>COD Amount: \$ _____</p> <p style="text-align: right;">Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/></p>
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NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

<p>RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.</p>	<p>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p> <p style="text-align: right;">_____ Shipper Signature</p>
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<p>SHIPPER SIGNATURE / DATE</p> <p>This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. DOT.</p>	<p><u>Trailer Loaded:</u></p> <p><input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver</p> <p><input type="checkbox"/> By Driver/pallets said to contain</p> <p style="text-align: center;"><input type="checkbox"/> By Driver/Pieces</p>	<p>CARRIER SIGNATURE / PICKUP DATE</p> <p>Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.</p> <p style="text-align: center;"><i>Property described above is received in good order, except as noted.</i></p>
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EXHIBIT 10 SAMPLE BILL OF LADING – WARRANTY RETURNS

11 ONLINE ACCOUNT MANAGEMENT AND ELECTRONIC CONTENT

11.1 Online Account Management. In the event Bosch grants Distributor, and Distributor accepts, access to Bosch's B2B site www.boschadvantage.com ("Site"), Distributor agrees as follows:

11.1.1 Distributor shall (a) use the Site solely for the purpose of promoting, selling and distributing Bosch Products as authorized in this Sales Policy, (b) not to disrupt or interfere with the security of, or otherwise abuse, the Site or any service, system resources, accounts, servers or networks connected to or accessible through the Site or linked websites; (c) not to disrupt or interfere with any other user's use of the Site or linked websites; (d) not to upload, post or otherwise transmit through or on the Site any viruses or other harmful, disruptive or destructive files; (e) not to use or attempt to use or access the account or personal

information of another or create or use a false identity on the Site; and (f) not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access.

11.1.2 Access and use of password protected and/or secure areas of the Site is restricted to authorized users only. Distributor shall prevent unauthorized access to its account and to prevent unauthorized use of the Site by protecting and keeping confidential its account number, user name and password from any person not authorized by Bosch to access its account. Distributor assumes all risks and losses associated with any transactions completed or activities undertaken using its account number, username or password.

11.1.3 Distributor's access to the Site shall further be governed by the Terms of Use, Technology and Privacy Statement policies posted on the Site.

11.1.4 Bosch reserves the right, in its sole discretion, to disable Distributor's access to the Site in the event Distributor violates this Section 11.

11.2 Electronic Content. Distributor acknowledges receipt of and agrees to the terms and conditions contained in the License and Terms of Use for Bosch Brake Components LLC's Online Electronic Mobility Aftermarket Product Catalog attached and incorporated herein as Exhibit 11.2.

EXHIBIT 11.2: LICENSE AND TERMS OF USE FOR BOSCH BRAKE COMPONENTS LLC'S ONLINE ELECTRONIC MOBILITY AFTERMARKET PRODUCT CATALOG

IMPORTANT NOTICE: READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE DOWNLOADING OR INSTALLING THE BOSCH LICENSE AND TERMS OF USE FOR BOSCH BRAKE COMPONENTS LLC'S ONLINE ELECTRONIC MOBILITY AFTERMARKET PRODUCT CATALOG ("BOSCH MOBILITY AFTERMARKET PRODUCT CATALOG"). THE BOSCH MOBILITY AFTERMARKET PRODUCT CATALOG IS PROVIDED TO THE DISTRIBUTOR WITHOUT CHARGE AND IS ISSUED IN ELECTRONIC FORMAT ONLY. IT WILL NOT BE PROVIDED IN PRINTED FORM. BY DOWNLOADING OR INSTALLING THE BOSCH MOBILITY AFTERMARKET PRODUCT CATALOG, THE DISTRIBUTOR CONFIRMS THE DISTRIBUTOR'S ACCEPTANCE OF THE BOSCH MOBILITY AFTERMARKET PRODUCT CATALOG. IF THE DISTRIBUTOR DOES NOT AGREE WITH OR DO NOT WISH TO ACCEPT THE BOSCH MOBILITY AFTERMARKET PRODUCT CATALOG, THE DISTRIBUTOR MAY NOT DOWNLOAD, INSTALL OR USE THE BOSCH MOBILITY AFTERMARKET PRODUCT CATALOG IN WHOLE OR IN PART.

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- B.** Make a copy of the Bosch Mobility Aftermarket Product Catalog only for archival or backup purposes in support of The Distributor's Permitted Use; provided that The Distributor reproduce all proprietary notices on such copy; and
- C.** Display and feature the Bosch Mobility Aftermarket Product Catalog on the Distributor's website;

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- A.** Manipulate, modify, delete or otherwise change the Bosch Mobility Aftermarket Product Catalog, except as approved in writing by Bosch; provided, however, that Bosch will have no obligation or liability for any loss or damage resulting from any such modification, even if approved by Bosch;
- B.** Use, copy, modify or merge copies of any part of the Bosch Mobility Aftermarket Product Catalog, except as expressly permitted in these Terms of Use, or as expressly authorized in writing by Bosch;
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7. **Termination.** This License and the Distributor's right to use the Bosch Mobility Aftermarket Product Catalog, in whole or in part (including the Product Data and Bosch Image) terminates automatically if the Distributor fails to comply with any provision or conditions of these terms of use of the Bosch Mobility Aftermarket Product Catalog. Upon termination of this License, **(A)** all rights granted to the Distributor will immediately and automatically terminate and/or revert to Bosch; **(B)** The Distributor must immediately delete the Bosch Mobility Aftermarket Product Catalog from the Distributor's System, and **(C)** The Distributor will refrain from any further use of the Bosch Mobility Aftermarket Product Catalog.

12. EXPORT CONTROL AND CUSTOMS

- 12.1. Each Party is entitled to refuse to perform its obligations under the applicable contract(s) between the Parties (“Agreement”) insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international [re-]export control and customs regulations, including embargoes and other sanctions), which is – in accordance with this law – applicable to this contract (hereinafter “Foreign Trade Law”). In such cases, either Party is entitled to terminate the Agreement to the extent necessary.
- 12.2. In case of delay in the performance of obligations under the Agreement caused by licensing, authorization, or similar requirements or caused by other Foreign Trade Law procedures (hereinafter “Authorization”), the time of performance for such obligations is extended/moved accordingly, and neither Party shall have any liability for non-compliance related to such delay. Should an Authorization be denied at any time or if the Authorization is not granted within 12 months after filing the application, Bosch is entitled to immediately terminate the Agreement to the extent the performance of the obligation requires this Authorization.
- 12.3. Each Party shall notify the other Party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance according to clause 12.1 or delay in performance according to clause 12.2.
- 12.4. Upon Bosch’s request, Company shall provide any information and documents necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents include, without limitation, information on the end customer/user, the destination, and the intended end-use of the deliverables. Bosch may, in its sole discretion, refuse to perform its obligations under or terminate the Agreement if Company does not provide Bosch with such information or documents within a reasonable time period.
- 12.5. In the event that Company provides to any third party (specifically including any affiliate of the Company) any deliverables, Company shall comply with applicable Foreign Trade Law. Company shall ensure that any re-export, transfer, or sale of Bosch products complies with applicable U.S. export control laws, including the U.S. Export Administration Regulations (EAR) and, where applicable, the International Traffic in Arms Regulations (ITAR). Company shall be responsible for screening end-users and confirming compliance with applicable restrictions, including any restrictions under U.S. de minimis and foreign direct product rules. Bosch is entitled to refuse to perform its obligations under the Agreement and to terminate the Agreement for cause if Company breaches this obligation.
- 12.6. To the extent permitted by applicable law, Bosch shall have no liability for any claims of Company or end customers for damages related to or arising from Bosch’s refusal to perform obligations under the Agreement due to Foreign Trade Law requirements, or for termination of the Agreement in accordance with this Addendum.
- 12.7. For delivery of goods across customs borders to Bosch, Company is obliged to provide Bosch with all required documents and information, such as commercial invoices, shipping documentation, and any export classification details (ECCN, HTS codes, etc.) necessary for compliance with Foreign Trade Law.