

ROBERT BOSCH INC.
MOBILITY AFTERMARKET DIVISION – Canada Only
WAREHOUSE DISTRIBUTOR SALES POLICY
Revision 05012025

This Robert Bosch Inc. Mobility Aftermarket Division- Canada Only Warehouse Distributor Sales Policy (“Sales Policy”) sets forth the general terms and conditions applicable to commercial business transacted between Robert Bosch Inc., and its direct Authorized Warehouse Distributor customers (“Distributor”). Terms and conditions contained herein will be the standard operating procedure unless otherwise specified in a separate agreement between Robert Bosch Inc. and the Distributor. This policy is effective as set forth below (“Effective Date”)

This 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 upon notice to Distributor (“Policy Manual”).

SALES POLICY EFFECTIVE DATE: May 1, 2025

ROBERT BOSCH INC.

AFTERMARKET DIVISION

WAREHOUSE DISTRIBUTOR GENERAL TERMS AND CONDITIONS

1. All orders shall be subject to the following provisions. Any exceptions thereto are not binding unless confirmed in writing by Seller.
2. Prices are subject to change without notice and will be adjusted to Seller's prices in effect at time of shipment.
3. Delivery is subject to delay caused by riot, strike, fire, flood, accident, governmental law or order, or any other cause beyond Seller's control, or by delay of Seller's suppliers. Seller reserves the right to terminate delivery or cancel contract for any such cause.
4. Delivery of goods to carrier shall constitute delivery thereof to Buyer, and thereafter such goods shall be at Buyer's risk. Any Claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made within five business days after receipt of shipment. Seller will take no responsibility for dispatch (shipment) at lowest cost.
5. All goods sold by Seller are warranted to be free from defects in workmanship and material (within the Standard Warranty of Seller currently in effect), which warranty is in lieu of and excludes all other warranties, representations and conditions. Seller shall not be liable for loss, damage, or expense, directly or indirectly arising from the sale, handling or using of the goods or from any other cause relating thereto. Seller's liability here under being expressly limited to the replacement of defective goods or, at Seller's election to the repayment of, or crediting Buyer with an amount equal to the purchase price of any such defective goods. Any alteration in design or construction generally introduced by Seller prior to dispatch of the goods shall not give the Buyer cause for complaint.
6. Should the financial responsibility of the Buyer at any time become unsatisfactory to the Seller, the Seller reserves the right to require payment of any shipment hereunder in advance, or satisfactory security. If the Buyer fails to make payment in accordance with the terms agreed upon, the whole balance of his account shall become due for immediate payment.
7. The products delivered by Seller may not be sold to any area other than the one for which the merchandise was ordered, unless the Seller should give consent thereto in writing. In case of non-observance of this provision Seller in addition to its claim of damages, shall have the right to cancel any current order.

MOBILITY AFTERMARKET DIVISION

WAREHOUSE DISTRIBUTOR POLICY MANUAL

Section	Section Name	Page	Previous Effective Date	Current Effective Date
1	Definitions & Scope	4	04/01/2021	05/01/2025
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5	Terms and Termination	6		05/01/2025
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List of Exhibits

11.1	License and Terms of Use for Robert Bosch Inc. Online Electronic Mobility Aftermarket Product Catalog
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1. DEFINITIONS AND SCOPE

All other terms not otherwise defined herein shall have the same meaning ascribed to them in the Registration Form and the Terms and Conditions.

2. SHIPPING AND PRICING POLICY

2.1. Order Acceptance. An order for the purchase of goods shall be deemed an offer to purchase those goods accepted upon shipment from Bosch.

2.2. Prices. All prices are subject to adjustment by Bosch at any time. 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. Regular Stock Orders (excluding special orders) with a minimum value of \$3,500 CAD WD Net (excluding cores) will be shipped freight prepaid. Note: Vancouver Island and Newfoundland will be \$4,500 CAD Minimum value W.D.Net (Excluding cores). Backorders will be shipped prepaid and consolidated with other orders when possible. Bosch reserves the right to select the mode and route of transportation. All orders that are less than \$3,500 CAD W.D. Net (excluding cores) will be shipped freight collect. Anything that is less than \$4,500 CAD to Vancouver Island and Newfoundland will be shipped collect.

2.4. Bosch will not offer "Will-Call" Service.

2.5. Taxes. Prices are exclusive of any applicable federal, state, provincial or local use taxes or assessments. Taxes or assessments which sellers are required by law to collect will be separately invoiced to Distributor.

2.6. Minimum Purchase Requirement. Distributor agrees to purchase at least \$75,000 CAD annually.

2.7. Target Markets and Product Use. Products offered in this Sales Policy are to be sold or consumed within the target market country of Canada only. Follow the site link to check target market compliance: <https://www.boschaftermarket.com/gb/en/qr>.

3. CREDIT TERMS

3.1. Terms. Proof of financial responsibility must be furnished, and an adequate line of credit established for designation as a Bosch Distributor. The cash discount is based on the net amount due (i.e. invoices less credit memo's). A cash discount of 2% is applicable if paid by the 15th of the month following the date of invoice date (net payment due 30th of month following date of the invoice). To qualify for the 2% cash discount, your remittance must be postmarked on or before the 15th of the month. The net payment on the monthly statement is due on the last day of the month following the invoice date. Bosch reserves the right to terminate a distributorship, which, in our opinion, has shown itself not to be credit worthy. 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 set-off 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, phone, and email (boschautomotive@ca.bosch.com). For details, contact Bosch Customer Service 800-618-4729 or email boschautomotive@ca.bosch.com. 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.

4.2.Regular Stock Orders.

- 4.2.1 Stock orders of Bosch products will normally be shipped within a maximum of three business (3) days from Mississauga and four business (4) days from Atlanta once order is entered in the system.
- 4.2.2 Batteries are delivered on a defined schedule. Orders must be placed three business (3) days in advance of the predefined delivery day.
- 4.2.3 Direct shipments of Bosch Branded brakes from El Paso TX, are on a defined truck schedule. Direct shipments orders must be placed five business (5) days prior to shipment from El Paso DC. Please consult Bosch Rep for delivery parameters and scheduled dates.

4.3.Emergency Orders. Special orders received prior to 1 pm Eastern Time, will ship the same day and follow the "Ship and 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.

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 or obsolete 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. Term and Termination

5.1. Term and Termination. This Sales Policy shall be effective as of the Effective Date defined in the Sales Policy and shall remain in full effect unless superseded by a new Sales Policy issued by Bosch at its sole discretion. Notwithstanding the stated term, Bosch may terminate this Sales Policy for convenience and without cause upon 30 calendar days advance 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 written notice of the failure is given by Bosch to the Distributor via Bosch customer service 800-618-4729 or email boschautomotiveca@ca.bosch.com or via registered mail within 10 business days of delivery; (b) breaches or otherwise fails to comply with any material 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, provincial, local or municipal law or regulation; (f) becomes the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors; (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, not to be unreasonably withheld; (j) assigns, sublicenses or delegates its rights, obligations or duties hereunder without the prior written consent of Bosch; or (k) defrauds anyone, including without limitation Bosch, or misrepresents any material fact to Bosch.

5.2. 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, or destroy such materials and certify in writing to Bosch that such destruction has occurred. Distributor shall destroy all customer lists and certify in writing to Bosch that such destruction has occurred, in compliance with all applicable privacy laws; and (d) pay all outstanding amounts due to Bosch.

6. Claims for Loss or Damage in Transit and Incorrect Shipments

6.1. Acceptance. All shipments will be made F.O.B. Bosch Mississauga, Ontario unless otherwise specified. Should a carrier deliver a short lot or damaged material from Bosch to a Warehouse Distributor, then all claims (including freight prepaid shipments) must be made against the carrier by the Warehouse distributor. Title passes from Bosch to the Warehouse Distributor when the materials are placed in the carrier's truck. Claims for incorrect or short shipments must be made to Bosch within 5 business days from receipt of the shipment.

6.1.1 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.

6.1.2 Visible Damage. In the event that part of the shipment (not the majority or the entirety of the shipment) show visible evidence of possible tamper/theft such as retaping, ripped/torn surfaces, open flaps or other damage (open flaps, compressed sidewalls, holes/punctures,

wet, etc.) on the corrugated packages, carton 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.

6.1.3 **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.

6.2. 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 800-618-4729 or email boschautomotive@ca.bosch.com 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.

6.3. Drop Shipments. Distributor may request direct shipment of Bosch Products to a location 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.

6.4. 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, 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 Buyer believes a recall is required by law and, in whole or in part, is caused by the Products, Buyer shall give prompt written notice to Bosch, keep Bosch at all times 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 Buyer. Prior to any recall involving the Products, Bosch shall have the right to perform a full investigation including, but not limited to, inspection and testing (including destructive testing) of the 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 Buyer. Buyer 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 Buyer'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 Products concerned to Buyer, nor shall Bosch be liable for mark-ups or profit margins normally accruing to Buyer 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 Buyer or any of its customers.

7.3 Warranty products must be packaged separately from Cores and new returns. Warranty products must be tagged, packaged, and documented separately from cores clearly identifying as "Warranty".

7.4 Warehouse Distributors must make warranty claims with Bosch within ninety (90) days after failure of the product as reported by the consumer.

7.5 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 7.5, Distributor shall release Bosch from any liability arising out of such claim.

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.

Freight is to be "Third Party Billed to:

Robert Bosch Inc.,
6955 Creditview Road,
Mississauga, Ontario L5N 1R1

Following are the approved carriers to be used:

Carrier	Western Canada	Northern Ontario	Southern Ontario	Quebec	Eastern Canada
CCT 1 866 576 4228	✓		✓	✓ All regions	
Reimer Express 1 800 387 6689	✓	✓		✓ Montreal & Surrounding areas	
Midland Transport 1 888 643 5263 Return Program				✓	✓

- Warranty units must be tagged, packaged and documented separately from cores. Clearly identify as "Warranty" when returning with cores.

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, username 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 Robert Bosch LLC's Electronic Mobility Aftermarket, Application and Product Data including Digital Assets attached and incorporated herein as Exhibit 11.2.

EXHIBIT 11.2: LICENSE AND TERMS OF USE FOR ROBERT BOSCH INC ELECTRONIC MOBILITY AFTERMARKET PRODUCT CATALOG

IMPORTANT NOTICE: READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE DOWNLOADING OR INSTALLING THE BOSCH ELECTRONIC MOBILITY AFTERMARKET, APPLICATION AND PRODUCT DATA INCLUDING DIGITAL ASSETS ("BOSCH MA PRODUCT CATALOG"). THE BOSCH MA PRODUCT CATALOG IS PROVIDED TO YOU WITHOUT CHARGE AND IS ISSUED IN ELECTRONIC FORMAT ONLY. IT WILL NOT BE PROVIDED IN PRINTED FORM. BY DOWNLOADING OR INSTALLING THE BOSCH MA PRODUCT CATALOG, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE WITH OR DO NOT WISH TO ACCEPT THIS LICENSE OR TERMS OF USE, YOU MAY NOT DOWNLOAD, INSTALL OR USE THE BOSCH MA PRODUCT CATALOG IN WHOLE OR IN PART.

THE BOSCH MA PRODUCT CATALOG, INCLUDING ITS CONTENT AND FORMAT, ARE SUBJECT TO CHANGE BY BOSCH AT ANY TIME OR FROM TIME TO TIME. WHILE BOSCH WILL ENDEAVOR

TO PROVIDE YOU WITH PRIOR OR CONTEMPORANEOUS NOTICE OF ANY SUCH CHANGE OR MODIFICATION, BOSCH DOES NOT ASSUME ANY OBLIGATION OR LIABILITY IN THE EVENT THAT IT FAILS TO DO SO AND IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU ARE USING THE MOST CURRENT OR UP-TO-DATE VERSION OF THE BOSCH MA PRODUCT CATALOG.

Robert Bosch, Inc. (Bosch) grants you the limited, revocable, non-exclusive, non-transferable and non-sub licensable right and license to use the BOSCH MA PRODUCT CATALOG, including all product listings, descriptions, prices, illustrations, charts and other product information or data information contained therein (the "Catalog Data") within the Territory, solely and exclusively to promote, conduct and further the lawful sales of Bosch mobility aftermarket products featured in the Bosch MA Product Catalog, in compliance with these Terms of Use. The Territory means Canada and all its Provinces. You are also granted a limited, revocable, and nonexclusive right to create a hyperlink from your principal business website to various Bosch websites **(A)** solely and exclusively to conduct, promote and further the sales of the products featured in the Bosch MA Catalog, and **(B)** only so long as the link does not portray Bosch, its affiliated entities or the business, products or services of either in a false, misleading, offensive, derogatory, or otherwise unfavorable manner. You may **not** use any Bosch logo or other proprietary graphic or mark as part of the link without the prior express written permission of Bosch.

1. Permitted Use. You may:

- A.** download and install the Bosch MA Product Catalog on any single computer within your organization or on several computers in a single local area network (LAN);
- B.** Make a copy of the Bosch MA Product Catalog only for archival or backup purposes in support of your Permitted Use; provided that you reproduce all proprietary notices on such copy; and
- C.** Display and feature the Bosch MA Product Catalog on your website;

2. Prohibited Use. You may not and will not:

- A.** Manipulate, modify, delete or otherwise change the Bosch MA 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 MA Product Catalog, except as expressly permitted in these Terms of Use, or as expressly authorized in writing by Bosch;
- C.** Reverse engineer, decompile, disassemble, reverse translate, decrypt or in any manner decode or alter any part of the Bosch MA Product Catalog for any reason or by any means;
- D.** Collect or extract the Product Data by the use of any data mining, robots or similar data gathering or extraction tools, or otherwise;
- E.** Exploit or make use of any Product Data for the benefit of another merchant or for any purpose other than to conduct, promote and further the sales of products featured in the Bosch MA Product Catalog;

- F. Distribute, rent, loan, lease, sell, assign, sublicense, lease or otherwise transfer in any way, to any party or entity, the Bosch MA Product Catalog, in whole or in part;
- G. Copy or reproduce the Bosch MA Product Catalog, in whole or in part (other than to make an archival or back-up copy permitted under these Terms of Use); or
- H. Take or permit any action that may impair in any way Bosch's right, title and interest in the Bosch MA Product Catalog, in whole or in part.

3. **Advice Disclaimer.** The Product Data made available as part of the Bosch MA Product Catalog serve as a general product description ONLY and do not constitute any advice, recommendation, or guidance regarding the condition, nature or suitability of any product featured in the Bosch MA Product Catalog. The information provided by Bosch as part of or in connection with the Product Data does not relieve customer from making its own assessment of the product's suitability for customer's intended use thereof. It is incumbent on customers to analyze all aspects of the product from all available product information, including applicable Bosch data sheets. Due to the variety of operating conditions for such products or systems, customers, through their own investigation, analysis and testing are solely responsible for making the final product selection.

4. **WARRANTY DISCLAIMER.** BOSCH REPRESENTS AND WARRANTS THAT:

- 4.1 IT HAS THE RIGHT TO GRANT YOU THE RIGHTS GRANTED UNDER THIS LICENSE AND TERMS OF USE.
- 4.2 THE BOSCH MA PRODUCT CATALOG WAS DEVELOPED TO MEET THE AUTOMOBILE AFTERMARKET INDUSTRY ASSOCIATION ACES AND PIES STANDARDS WITH RESPECT TO PRODUCT INFORMATION AND ELECTRONIC DATA FORMATS.
- 4.3 PROVIDED THAT YOU USE THE MOST RECENT VERSION OF THE BOSCH MA PRODUCT CATALOG, BOSCH WILL, AT ITS COST AND EXPENSE, COVER THE COST OF PRODUCT RETURNS THAT RESULT SOLELY FROM YOUR OR YOUR CUSTOMER'S REASONABLE RELIANCE ON ANY ERRONEOUS PRODUCT DATA.

EXCEPT AS EXPRESSLY STATED IN THIS LICENSE OR TERMS OF USE:

- A. THE BOSCH MA PRODUCT CATALOG IS PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING ANY REPRESENTATION THAT THE PRODUCT DATA WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT OPERATION OF THE BOSCH MA PRODUCT CATALOG WILL BE ERROR-FREE, AND
- B. BOSCH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO (i) THE BOSCH MA PRODUCT CATALOG; (ii) PRODUCT DATA, OR (iii) ANY PRODUCT FEATURED IN THE BOSCH MA PRODUCT CATALOG, AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY

DISCLAIMED.

5. BOSCH PRODUCT IMAGES/USE POLICY AND RIGHTS

- A.** As part of the grant of rights to the Bosch MA Product Catalog, Bosch grants to you a limited, revocable, non-exclusive, non-transferable and non-sub licensable license to use the Bosch image, design, label and © watermark logo (the “Bosch Image”) solely in connection with your permitted use of the Bosch MA Product Catalog. You will not acquire any ownership or other right to or interest in the Bosch Image beyond the limited use right expressly granted herein under the express provisions hereof. Any and all rights in and to the Bosch Image that are not expressly granted to you are hereby reserved by Bosch and its affiliated entities.
- B.** The Bosch Image may not and shall not be modified, altered, enhanced or otherwise manipulated for any purpose or by any means.
- C.** Without limiting the generality of the foregoing, you will not, without Bosch’s prior written consent in each and every instance:
 - i.** without Bosch’s prior written consent, use, affix or place the Bosch Image in connection with any promotion, testimonial or endorsement;
 - ii.** without Bosch’s prior written consent, place, position or combine the Bosch Image with the corporate logo or image of another company;
 - iii.** take any step that is inconsistent with Bosch’s right, title and interest in the Bosch Image (including Bosch’s copyright in the Catalog Data), or that impairs or negatively affects or impacts the Bosch Image’s representation of high-quality products; or
 - iv.** challenge or object to (or support the challenge or objection of any third party) to the validity or enforceability of the Bosch Image.
- D.** You understand that Bosch may, from time to time, at any time and without notice to you, change, update or modify the Bosch Image. You are responsible for ensuring that you are using the most recent version. Bosch will have no obligation or liability for any damages or losses sustained as a result of your use of any Bosch Image other than the unaltered current Bosch Image.
- E.** You will establish and maintain appropriate safeguards to prevent unauthorized access to or use of the Bosch MA Product Catalog, Product Data or the Bosch Image. You will take all necessary and appropriate steps to prevent any “copy and paste” manipulation of the Bosch Image.

6. LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY STATED HEREIN, IN NO EVENT WILL BOSCH BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST OPPORTUNITIES, BUSINESS INTERRUPTION, COVER OR OTHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE THE BOSCH

MA PRODUCT CATALOG, EVEN IF BOSCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Termination.** This License and your right to use the Bosch MA Product Catalog, in whole or in part (including the Product Data and Bosch Image) terminates automatically if you fail to comply with any provision or conditions of these Terms of Use. Upon termination of this License, **(A)** all rights granted to you will immediately and automatically terminate and/or revert to Bosch; **(B)** you must immediately delete the Bosch AMA Product Catalog from your System, and **(C)** you will refrain from any further use of the Bosch MA 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 any deliverables to a third party (including any affiliate of the Company), Company shall comply with all applicable export control and trade compliance laws and regulations. Company shall ensure that any export, re-export, transfer, or sale of Bosch products complies with the applicable laws of the United States, Canada, and any other relevant jurisdiction. This includes, but is not limited to, the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), Canada's Export and Import Permits Act (EIPA), Controlled Goods Regulations (CGR), and applicable economic sanctions laws.

Company shall be responsible for screening end-users and ensuring compliance with all relevant restrictions, including de minimis thresholds, foreign direct product rules, and any applicable

prohibitions under U.S., Canadian, or other national laws. Bosch is entitled to refuse to perform its obligations under the Agreement or terminate the Agreement for cause if the 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.