

ROBERT BOSCH (PTY) LIMITED SOUTH AFRICA

TERMS AND CONDITIONS OF PURCHASE

1. General

The following conditions (as amended from time to time) of purchase are the sole conditions applicable to orders and purchase agreements placed and concluded by BOSCH . Modifications and additions as well as conditions of sale of the supplier which differ from these conditions of purchase are valid only if written confirmation of their acceptance as an addition to these conditions of purchase has been issued by BOSCH. The acceptance of deliveries or supplies or payment for the same shall not imply agreement to the conditions of sale of the supplier.

2. Ordering

- 2.1 Details of orders, purchase agreements and requests for delivery as well as alterations or additions to same must be given in writing. Requests for delivery may also be made via electronic data transmission. Pre-existing or contemporaneous oral agreements require written confirmation from BOSCH in order to be valid.
- 2.2 BOSCH reserves the right to cancel any contract or order if the accompanying confirmation is not validly signed and returned to BOSCH within 14 days.
- 2.3 Our requests for delivery become binding if not refused by the supplier within five working days of receipt.
- 2.4 The ROBERT BOSCH SA Quality Assurance Guide for Suppliers is Incorporated herein by reference, and forms an integral part of this agreement.

3. Delivery

- 3.1 Alterations to purchase agreements and orders made by BOSCH are only permissible with prior written agreement. Agreed dates and deadlines are binding and time of delivery shall be of the essence. The definitive date with regard to the adherence to agreed delivery dates and deadlines is the date of receipt by BOSCH. If the agreed time is not for delivery free BOSCH plant, the supplier must take account of the normal time required for loading and shipment. Ownership of the goods shall pass to BOSCH on delivery.
- 3.1 If agreed dates are not adhered to due to circumstances for which the supplier is in the sole opinion of BOSCH responsible, BOSCH will have the option, without affecting its remaining legal rights, upon reasonable notice, to cancel the contract, to obtain replacement goods from a third party and/or to claim damages for breach of contract. BOSCH shall be entitled to claim reimbursement of all additional costs arising from the failure to comply with agreed dates or deadlines for the goods or service for which the supplier is responsible. The acceptance of overdue goods or service does not imply a waiver or renunciation of claims to damages.
- 3.2 If the supplier foresees difficulty with manufacture or the supply of raw materials or if circumstances beyond his control occur which are likely to prevent him supplying the goods within the agreed time limits and with the agreed quality the supplier shall notify BOSCH's ordering department immediately.
- 3.3 Unless proven otherwise, the quantities, weights and dimensions ascertained by BOSCH in the course of inspection of goods upon receipt shall be considered definitive for the purpose of this contract.

4 Acts of God

Acts of God, industrial disputes, interruptions of operations beyond BOSCH's control, public disturbances, the action of public authorities and other unavoidable occurrences shall entitle BOSCH to partially or completely cancel the conditions of the contract.

5 Delivery Advice and Invoice

The instructions in BOSCH's orders and requests for delivery apply. A single copy of the invoice is to be sent to the specified delivery address: it must not be included with the consignment of goods.

6 Price and passage of Risk

Unless otherwise agreed, prices are free BOSCH plants and include packaging. Value added tax is not included. The goods remain at the risk of the supplier up to the point of acceptance of the goods by BOSCH or its authorised representative at the specified place of delivery.

7 Conditions of Payment

Unless otherwise agreed, payment of invoice amounts will be made within 30 days with deduction of a 2.5% discount or within 60 days without deduction. The period begins from the point at which both the invoice and the products/service have been received by BOSCH. Payment is made subject to the right of auditing.

8 Guarantee

- 8.1 Acceptance of goods is subject to the right of inspection for correctness and suitability. BOSCH has the right to inspect the goods or service provided and undertakes to do so as soon as this is feasible in the normal course of business. BOSCH shall give notice of any failing or defect immediately on discovery. To this extent the supplier waives the right to object to complaints as untimely.
- 8.2 For unsatisfactory goods or service BOSCH has the right, without adversely affecting any other rights, to demand at its option. (a) replacement or repair at supplier's expense, (b) reduction of the purchase price or (c) partial or complete cancellation (rescission) of the contract. The period of guarantee is twelve months unless a longer period is agreed in specific cases.
- 8.3 If more thorough inspection of goods on receipt is required than normally necessary as a result of unsatisfactory delivery the cost of this is to be borne by the supplier.
- 8.4 In extraordinary cases, especially where it is necessary to avoid unacceptable dangers or excessive damage BOSCH has the right to rectify the deficiencies ascertained itself at the expense of the supplier.

9 Product Defects

In the event that a customer or any third party makes a product liability claim against BOSCH, the supplier shall indemnify BOSCH from all liability of whatsoever nature (special and consequential damages not excepted) for such claims to the extent that the damage has been caused by a fault in the product supplied by the supplier. To the extent that the claim is predicated on damages for which, in the sole opinion of BOSCH, the supplier is responsible, the latter carries the burden of proof. In such cases all costs and expenses shall be borne by the supplier including the costs of any legal action or recall of goods.

10 Performance of Work

Persons who carry out work on the premises of BOSCH by way of fulfillment of the contract must comply with the relevant working regulations: Instructions relating to entering and leaving factory premises must be followed. No liability is accepted for injury or damages of whatsoever nature suffered by any persons or property on the premises of BOSCH.

11 Environmental Clause

- 11.1 The supplier undertakes to acquaint itself with ISO 14001 and the Occupational Health and Safety Act 85 of 1993 (OHS Act).

- 11.2 In accordance with ISO 14001, the supplier undertakes to establish and continually improve the effectiveness of an environmental management system.
- 11.3 In accordance with ISO 14001 and the Occupational Health & Safety Act (85 of 1993) the supplier undertakes to train all employees and to familiarize them with ISO 14001, OHS Act 85 of 1993 and any other legislation and other requirements related to the employee's specific field of expertise/ service. Evidence of such training and competence in this regard must be furnished to BOSCH to be filed on the contractor master file at purchasing.
- 11.4 The supplier furthermore agrees to comply with the provisions of the OHS Act and to provide for health and safety of persons at work, persons in connection with the use of plant and machinery, protection of persons other than at work, to establish an advisory council for occupational health and safety and to provide for matters connected therewith.
- 11.5 The supplier undertakes to become ISO Certified within a reasonable amount of time, and shall at all times adhere to and fulfill any compliance pre-requisites contained in ISO 14001 at present, or which may be applicable from time to time.
- 11.6 The supplier shall provide BOSCH with a list of all employees who will be working on the BOSCH premises. Such employees must attend Health, Safety and Environmental Induction prior to commencing work in terms of their contracts of employment, or as soon as is reasonably possible.

12 Provisions of Equipment

Materials, components, containers and special packaging provided by BOSCH remains the property of BOSCH. They may be used solely in accordance with their intended purpose and instructions issued by BOSCH. The processing of materials and the assembly of components is carried out for the benefit of BOSCH. It is agreed that BOSCH is co-owner of goods manufactured with its materials and parts and that the extent of its ownership shall correspond to the value of its contribution compared with the value of the finished product.

13 Confidentiality

Third parties shall not be allowed access to any documentation made available by BOSCH to the supplier, including samples, drawings, models, data and the like as well as any other information supplied by BOSCH, unless this information is clearly intended for public consumption or such disclosure is necessary for the fulfillment of the contract.

Products which are manufactured using documentation by BOSCH, such as drawings, models, and the like or in accordance with confidential information supplied by BOSCH or using its tools or copies of its tools may not be used by the supplier himself nor offered or supplied to third parties. This applies by analogy to orders for printed material.

14 Place of delivery

The place of delivery is the place to which the goods are to be supplied according to the terms of the order.

15 Applicable Law

All contracts shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Company Name

Signature

Signed by: General Manager RBSA/PUR