

## TERMS & CONDITIONS OF SALE

Version: October 1, 2024

These terms and conditions of sale (the "contract" or "terms and conditions") apply to direct purchases of products, materials, and equipment (collectively, "Products") sold by Seller and purchased by Buyer through the equipment program ("Dealer Equipment & Services"). Bosch Automotive Services Solutions LLC ("BOSCH") is the seller ("Seller") of all products on behalf of equipment program by internet, phone or field representatives. Please read this document carefully. It contains important information about your rights and obligations, as well as limitations and exclusions that may apply to you ("Buyer"). Buyer expressly agrees to submit to these terms and conditions upon placing an order with Seller for the Products.

**1. Terms of Payment:** (a) If Buyer is purchasing with a Credit Card, Buyer shall pay the total purchase price shown on the order; Product and applicable taxes are charged on the date of the order, in the case where freight is estimated on the order, actual freight charges (which may be different from the estimates) will not be charged until applicable Products are shipped, (b) If Buyer has requested the 30-Day Open Account billed to Parts Statement and Seller agrees to sell pursuant to such terms, then Buyer shall pay the total purchase price shown on the invoice in accordance with the terms set forth below, (c) All equipment orders financed are subject to a credit check prior to order processing and orders that require a credit increase request may result in order delays, (d) Buyer agrees that all its accounts with Seller will be administered on a net settlement basis and that Seller and/or its subsidiaries and affiliated companies ("Seller Affiliates") may set off amounts due to Seller Affiliates from Buyer against any amounts due to Buyer from Seller Affiliates regardless of the contracts from which such obligations arise without giving prior written notice of such action.

**2. Cancellations and changes:** No cancellations of or changes to the Products ordered by Buyer shall be effective without written consent by the Seller and are subject to the cancellation policy of the Seller or its suppliers, if applicable. Without written consent by Seller, a cancellation of or change to the Products ordered by Buyer shall entitle Seller to all remedies available by law or equity including, but not limited to, cancellation costs or increased prices. Unless otherwise stated in the manufacturer's written cancellation/change policy, cancellations must be requested by Buyer forty-five (45) calendar days before planned delivery date. Subject to the manufacturer's written cancellation/change policy, Buyer must request cancellation of custom Products no less than ninety (90) calendar days before planned delivery date and may be subject to restocking fees of up to twenty-five (25) percent, but Seller reserves the right to reject such cancellation. (d) Buyer must take delivery of all Product(s) on an order within twelve (12) months of the original order date or the Seller may cancel the remaining items without notice. Seller may revise and discontinue Products at any time without notice to Buyer. Seller will ship products that have functionality and performance of the Products ordered, but changes between what is shipped and what is described by a specification sheet or catalog are possible.

**3. Acceptance, Inspections and Returns:** Buyer shall be deemed to have accepted Products upon delivery. Buyer is required to inspect Products immediately upon arrival. Products shall be deemed to have been delivered in good condition unless Buyer gives Seller notice to the contrary within fifteen (15) calendar days after delivery. Notification of any claim due to shortage, damage or defect must be communicated to the equipment program customer service center within fifteen (15) calendar days of delivery. In the event that Buyer provides notice that the Products have not been received in good condition, Seller's sole obligation will be to replace any Product except in the event the non-conformance is caused by Buyer's negligence or willful misconduct. Returns are accepted with advance authorization only. BOSCH Dealer Equipment & Services will not accept returned items without a Product Return Authorization Number, which will be obtained from the Equipment Program customer service center. Under no circumstances

will a Product Return Authorization Number be issued after thirty (30) days from the date of delivery except for warranty claim. A Product Return Authorization Number is valid for thirty (30) days after the date issued. Returned Products must be received within this thirty (30) day period for credit. The Product Return Authorization Number should be labeled on the outside of the box in permanent marker. Reasons for returns are required at time of Product Return Authorization Number assignment. Buyer is responsible for shipping charges associated with returned Products, with the exception of returning damaged Products. A restocking fee of up to 25% may apply. Products returned without authorization or after the thirty (30) day deadline are subject to refusal.

**4. Freight, Installation and Taxes:** Freight and installation costs (if provided) are estimates on the order form. Actual freight costs, actual installation costs, and applicable taxes will be added to the final invoice and will be borne by Buyer. If additional equipment is required for unloading and is not provided by the Buyer at time of delivery, extra fees may be applied. If excavation is required for installation, any unforeseen ground sub-surface conditions and obstructions are the sole responsibility of the building owner, Buyer, or general contractor. Equipment Program estimated installation prices do not include sub-surface conditions or obstructions that could not have been reasonably foreseen prior to excavation. Seller Affiliates and Product manufacturer are not liable for any sub-surface conditions. Product Surcharges may or may not be listed on the order form and vary based upon Product and/or the manufacturer. Applicable surcharges will be billed at the time of invoicing and will be borne by Buyer.

**5. Finance Charge:** If Buyer fails to pay Seller on time, then a monthly interest charge will be charged on the portion of the finance charge due and shall be calculated each month by multiplying 1/12 of the annual finance charge rate times the remaining portion of the Unpaid Balance of Cash Price and is added to the portion of the Unpaid Balance of Cash Price due each month.

**6. Security Interest:** Buyer hereby grants to Seller a continuing security interest in the Products, including all products and proceeds thereof, until all amounts due hereunder are paid by Buyer to Seller.

**7. Risk of Loss:** Seller shall be responsible for risk of loss until Products are delivered to the carrier, at which time risk of loss shall be the responsibility of Buyer.

**8. Delays:** Seller shall not be liable for any failure or delay in delivering Products, or any failure to perform any provision hereof, resulting from fire, flood or other casualty, riot, strike or other labor difficulty governmental regulation or other restriction, or any other cause beyond Seller's control.

**9. Unconditional Obligation:** Buyer's obligation to make payments to Seller or its assignee shall be absolute and unconditional and shall continue unmodified despite any loss, damage or other interruption in the use of Products, material or equipment. The obligation of Buyer to pay in full any amounts due under this contract shall not be subject to dispute, claim, counterclaim, defense or other right which Buyer may have to assert against Seller or the Manufacturer of the Products. Buyer acknowledges that: (a) Buyer has selected Products and Equipment Manufacturer ("Manufacturer"), and Buyer has determined Equipment's suitability and fitness for Buyer's purpose, (b) Seller is not the Manufacturer of Products, and (c) Manufacturer issues its own warranty and performs the obligations under such warranty.

**10. Warranty:** The Manufacturer's warranty shall be Buyer's exclusive remedy or recourse for any defect in workmanship or material or any failure of the equipment or any other warranty related claim. Seller makes no warranties, representations, indemnities or guarantees whatsoever with respect to the Products either express or implied, arising by law or custom, including any implied

warranty, or that the Products will be merchantable or fit for a particular purpose and the Products shall be delivered in an as is, whereas condition. The liability of the Seller shall be limited to express obligation to deliver the Products. Under no circumstances shall Seller be liable or responsible for any direct, special, indirect, incidental, consequential or punitive damages, whether foreseeable or unforeseeable, which Buyer may incur, experience or claim, including, but not limited to, claims for loss of profits, interruption in business, lost opportunity, work stoppage or other impairment of assets, warranty, arising out of misrepresentation, negligence, strict liability, in tort or otherwise, on account of entering into or relying on this agreement, even if Seller has been advised of the possibility of such damages.

**11. Maintenance:** Until all amounts due hereunder are paid by Buyer to Seller, Buyer (a) shall use the Products carefully and properly, (b) shall maintain and repair all items of the Products in order to keep them in good order and condition and in particular, shall comply fully with the maintenance, operating, usage or other instructions provided by the Manufacturer or Seller, (c) shall allow Seller, or any third party appointed by Seller, to inspect the Products at any time and (d) shall at all times keep the Products free and clear of all liens, charges, or encumbrances.

**12. Insurance and Indemnification:** Buyer shall defend, indemnify and hold harmless Seller, Seller Affiliates, and the Manufacture from and against, and at Buyer's own expense provide insurance satisfactory to Seller covering any and all losses, damages, claims, expenses and other liabilities (including attorneys fee), relating to or arising out of: (a) damage, loss, theft, or destruction of the Products until all amounts due for the Products are paid, or (b) death, injury or property damage connected with the negligence or willful misconduct of Buyer or any of its agents, except that Buyer shall not be required to indemnify Seller to the extent that claims arise from the negligence or willful misconduct of Seller. Buyer shall promptly notify Seller of any such claim. Seller shall have the right to participate, at its own expense, in any proceeding for which Buyer has undertaken the defense of Seller, and in no event shall Buyer settle any claim against Seller without Seller's prior written consent. Buyer shall provide evidence of such insurance to Seller upon demand. Seller is under no obligation to examine any insurance certificate or advise Buyer that its insurance does not comply with the requirements set forth herein. The losses covered by insurance shall in all cases be payable to Seller and Buyer as their interests may appear. If Buyer fails to ensure the Products as herein provided, Seller may, but is not obligated to place such insurance upon the Products and Buyer agrees to pay to Seller on demand the premiums for such insurance placed by Seller. In no event shall any insurance coverage be deemed to limit or replace Buyer's obligation to indemnify Seller as provided herein.

**13. Default:** In the event that Buyer: (a) fails to pay any amount due hereunder within ten (10) days of the due date, (b) fails to comply with any other provision hereof, (c) files, or if there is filed against Buyer, any petition under any bankruptcy or insolvency laws or suffers the appointment of any trustee or receiver for all or any part of Buyer's business or assets, or (d) has any assignment (voluntarily or involuntarily), lien, attachment or levy issued against the Products unless such petition, assignment or appointment, lien, attachment or levy is withdrawn or nullified within twenty (20) days then Buyer shall be in default hereunder and all Buyer's indebtedness and obligations to Seller shall, at Seller's option, become immediately due and payable, and Seller may, at its option, terminate this contract and repossess any and all Products (including any applicable software needed to operate the Products) with or without legal process and sell the same at private or public sale without prior notice to Buyer to the extent permitted by law. In the event Buyer fails to pay any amount due for diagnostic hardware within ten (10) business days of the due date, Seller may repossess all items and may cancel any diagnostic software license(s) valued up to and surpassing the sale price of the Product with or without legal process. Upon request, Buyer shall deliver the Product(s) to Seller at a place designated by Seller. Repossession and/or sales of any Product upon such default shall not affect the Seller's right to retain all payments made prior to

repossession or to recover the balance due hereunder for any deficiency. Buyer shall reimburse Seller all costs of collection, repossession and resale (including reasonable attorneys' fees, court costs and other expenses incurred by Seller). Buyer hereby releases Seller from any liability for damages resulting from repossession hereunder. The rights and remedies of Seller, in event of default herein mentioned shall not be deemed exclusive, but shall be cumulative and in addition to all other rights and remedies existing under law and may be enforced successively or concurrently. Waiver by Seller of any default shall not be deemed a waiver of any other default.

**14. General:** The waiver by either party of, or failure to claim a breach of any provision of this contract shall not be deemed to be a waiver of any provision of this contract or, shall not be deemed to be a waiver of any subsequent breach or to affect in any way the effectiveness of such provision. Neither party shall refer to the other in advertising or public releases, or use any of the other trademarks, without that party's prior written approval. This contract constitutes the entire agreement between the parties and may not be changed except by: (a) an instrument in writing signed by both parties or (b) by the posting of revised Equipment Program Terms and Conditions on program equipment website. This contract may not be assigned to Buyer without the Seller's prior written consent. Seller may assign or subcontract any portion of this contract at any time, but shall not thereby be relieved from any liability hereunder. In the event that one or more clauses of this contract are found to be unenforceable, illegal or contrary to public policy court of competent jurisdiction, the remainder of this contract shall remain in full force and effect except for the unenforceable, illegal or other provisions.

**15. Force Majeure:** In the event either Seller or Buyer is unable to fully perform its obligations hereunder (except for Buyer's obligation to pay invoices for Products,) due to events beyond its reasonable control, including without limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, epidemics, quarantines, wars, sabotage, labor problems (including lockouts, strikes, or slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order (collectively referred to herein as a "Force Majeure Event"), that party shall be relieved of its obligations to the extent it is unable to perform such obligations. A Party experiencing a Force Majeure Event shall provide reasonable notice of such Force Majeure Event to the other Party.

**16. Intellectual Property/Software:** As between Buyer and Seller, Seller or Manufacturer 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 the Products 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 Products, along with all software, functions, and related documentation provided by Seller or any division or affiliate thereof. Seller reserves the right to brand, mark, or label the Products and accompanying packaging with Seller trademarks.

**17. Limitation of Liability:** SELLER, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF BUSINESS, REVENUE, PROFIT, OR GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS, FACILITIES, OR SERVICES, OR CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR OTHER COMMERCIAL OR ECONOMIC DAMAGES OR COSTS, THAT MAY ARISE OUT OF, IN CONJUNCTION WITH, OR RELATE TO THE FAILURE OF ANY PRODUCTS PROVIDED BY SELLER OR MANUFACTURER, UNDER ANY

LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, STRICT LIABILITY, OR FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION. IN NO EVENT SHALL THE TOTAL LIABILITY OF SELLER, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, AND AGENTS TO BUYER FOR LOSSES OF ANY KIND, WHETHER UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, INDEMNIFICATION, STRICT LIABILITY, OR FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE: TEN PERCENT (10%) OF THE TOTAL AMOUNTS PAID BY BUYER TO SELLER FOR THE PRODUCT AT ISSUE.

**18. APPLICABLE LAW; ARBITRATION.** This contract and all disputes between the Parties arising out of or related thereto shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. The Parties acknowledge this contract evidences a transaction involving interstate commerce. The Parties shall first endeavor to resolve through good faith negotiations any dispute arising under or relating to this contract. If a dispute cannot be resolved through good faith negotiations within thirty (30) days either Party may request non-binding mediation by a mediator approved by both Parties. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, then, upon notice by either Party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to this contract (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach, or termination thereof) shall be resolved exclusively through binding arbitration, except that either Party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association (“AAA”) Optional Rules for Emergency Measures of Protection. A request by a Party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The Parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA including application of the Optional Rules for Emergency Measures of Protection as amended from time to time, except as modified by this clause or by mutual agreement of the Parties, and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators’ award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators’ decision. The written opinion may be issued separately from the award, in the arbitrators’ discretion. Each Party shall bear its own attorney fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrators, unless the arbitrators find the claims or defenses to have been frivolous or harassing, in which case the arbitrators may award the party responding to such frivolous or harassing claims/defenses its costs of the arbitration and/or reasonable attorney fees, in the arbitrators’ discretion. Either Party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a

Party nor their counsel nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

**Current terms and conditions are subject to change at Seller's discretion at any time without notice to Buyer.**