Robert Bosch GmbH

Terms of Use ESI[tronic] Parts Online

Status: April 2023

1. Scope, Provider

These terms of use ("**Terms of Use**") shall apply to the use of ESI[tronic] Parts Online ("**ESI Parts Online**"), as offered by Robert Bosch Sp. z o.o., ul Jutrzenki 105, 02-231 Warszawa ("**Provider**"), for use by registered customers ("**Customer**"). Detailed information on the Provider is provided in the corporate information.

Provider operates ESI Parts Online for businesses only and does not accept consumers according to § 13 German Civil Code as Customers.

Terms and conditions of the Customer or third parties that deviate from or conflict with these Terms of Use shall not apply, even if the Provider does not expressly object to such terms and conditions.

Individual agreements with the Customer (including ancillary agreements, amendments, and changes) shall in any case take precedence over these Terms of Use.

2. Conclusion of Agreement

Following the completion of the registration process by the Customer and activation of a customer account by the Provider, a legal contract is concluded between the Provider and the Customer ("**Customer Agreement**").

The Customer, if a natural person, warrants that the Customer is capable of lawfully entering into contracts (e.g., is not a minor). If a person concludes this Customer Agreement as a representative of a legal entity, e.g., the company for which the Customer is working, this person assures the Provider that the legal entity is properly organized according to the laws of the country in which it is incorporated or registered, and that the Customer is authorized to represent the legal entity.

Upon conclusion of the Customer Agreement, the Customer is entitled to use, to subscribe to or to order free functionalities, made available to the Customer by the Provider for use on ESI Parts Online .

3. Services, Availability

The Services available via ESI Parts Online include, for example, the provision of software functionalities, data, contributions, image and sound documents, information and other content ("**Content**").

The type and scope of the Services provided, as well as details of their technical requirements and availability, are set out in the service description.

Access to ESI Parts Online and the Services is browser-based via a domain ("**Website**"), as an app for use on compatible mobile end devices such as smartphones or tablets ("**App**") or via special, compatible hardware ("**Hardware**"), at the discretion of the Provider. Individual functionalities may be restricted in each case depending on the access type.

Availability: The Provider shall endeavour to ensure a general availability of ESI Parts Online from Monday to Saturday between 6 a.m. and 22 p.m.. There shall be no entitlement to uninterrupted use, interruptions may occur due to maintenance requirements technical issues or otherwise.

4. Conditions of Use

Access to ESI Parts Online and use of the Services require a customer account, which the Provider makes available to the Customer (Section 5).

The Customer is responsible for creating and maintaining the technical requirements necessary in the Customer's area of responsibility for the contractual use of the Services (especially the necessary Hardware, web browser, mobile end device, internet access).

5. The customer shall use ESI Parts Online or allow it to be used only within his own motor vehicle service and repair business and must not make it available to third parties outside his company. Registration, Customer Account

Registration may require the use of an authentication service (e.g., Bosch ID, SingleKey ID, Apple ID, Google account). Separate terms and conditions apply here, which the Customer must accept separately during registration for the authentication service.

After entering the login data for the authentication service, the Customer is asked, if required, to provide additional information, e.g. [name, adress, company name, Bosch customer details ("**Registration Data**"). These Registration Data must be provided in full and correctly and the Customer is obliged to always keep the Registration Data up to date. Registration of a legal entity may be carried out only by an authorized natural person, who must be named.

In order to complete the registration process and submit the Registration Data, the Customer is required to agree to the application of these Terms of Use.

By providing the Registration Data, the Customer submits an offer to the Provider to enter into the Customer Agreement on the basis of these Terms of Use. Acceptance of the Customer's offer by the Provider is effected by means of activation of the customer account.

The Provider reserves the right to verify the identity of the Customer immediately after submission of the Registration Data or at a later point in time, for example by requiring a Customer to click on an activation link sent to the Customer's e-mail address or to enter a code sent to a mobile phone number of the Customer. Until the Customer has provided the required verification, the customer account remains blocked. If the registration is not completed, the Provider reserves the right to delete the incompletely registered customer account.

There shall be no entitlement to registration. The Provider is entitled to not accept a registration without reason.

Each natural person is only permitted to register once with a customer account. Customer accounts are not transferable.

To the extent available, the Customer shall be entitled to create multiple users under its customer account. Each user shall be provided with individual access credentials, which may be linked to an authentication service. The Customer warrants that all users will comply with these

Terms of Use as amended from time to time and that all users will act on behalf of the Customer and in accordance with applicable laws. Upon establishment of a user, all actions of the user will be attributed to the customer.

The Customer is obliged to handle his/her login data with care, not to disclose them to third parties and/or not to allow third parties to access the customer account by circumventing the login data. The Customer is liable for all activities that take place using his/her customer account and for which the Customer is responsible. The Customer shall immediately change his/her password for his/her customer account if he/she has reason to believe that the login data may have become known to unauthorised persons.

6. ESI Parts Online Content

All rights in the Provider's Services and their Content ("**ESI Parts Online Content**") are owned exclusively by the Provider or its licensors and are protected by copyright or other intellectual property rights. The compilation of the ESI Parts Online Content is also protected as such by copyright.

The ESI Parts Online Content may only be accessed and displayed online for the Customer's own purposes during the term of the Customer Agreement. The Customer is prohibited from copying, distributing and/or publishing ESI Parts Online Content.

If ESI Parts Online is used in the context of a commercial or professional activity, the Customer may use the ESI Parts Online Content available via ESI Parts Online exclusively for his/her own internal business purposes. Any further commercial use of the available ESI Parts Online Content is prohibited (see also Section 8).

7. Third Party Content, Third Party Services

ESI Parts Online and the Services may contain links to Content that is not exclusively provided by the Provider, but by Customers, Partners or other third parties (collectively, "**Third Party Content**").

This may also include the possibility of connecting the customer account or the Services with Third Party Content that is part of an application (e.g. app of a third party) offered externally by third parties ("**Third Party Services**"). If the Customer makes use of Third Party Services, the Customer shall be responsible for the costs associated therewith and compliance with the Terms and Conditions applicable to the Third Party Services.

The Provider does not check Third Party Content and Third Party Services for completeness, correctness and legality and does not adopt them as its own. In particular, the Provider does not check the security aspects in connection with Third Party Content and Third Party Services. Therefore, the Provider does not assume any warranty for the completeness, correctness, legality and up-to-dateness of the Third Party Content and Third Party Services. This also applies with regard to the quality of the Third Party Content and Third Party Services and their suitability for a specific purpose, and also insofar as it concerns Third Party Content on linked external websites that may be viewed by way of framing.

The Provider will, at its sole discretion, investigate reasonable indications of violations of these Terms of Use or any illegality of individual Third Party Content or Third Party Services (or parts thereof) and, if necessary, take appropriate measures to discontinue this condition. In particular, the Provider will immediately remove illegal Third Party Content as soon as the Provider becomes aware of its illegality and insofar as this is technically possible.

8. Prohibited Activities

a) The Services available through ESI Parts Online are intended solely for the legally compliant use of the Customer.

The Customer is prohibited from any activities on ESI Parts Online and in connection with the use of the Services that violate these Terms of Use, applicable law or morality. In particular, the Customer undertakes to comply with applicable law and not to infringe the rights of third parties.

Also prohibited is any action that is likely to impair the operation of ESI Parts Online as well as the Services and the technical infrastructure behind them. This includes in particular

b) the Transfer of Content that contains viruses, worms, malware, trojans or harmful properties,

c) the use of software, scripts or databases not approved by the Provider in connection with the use of ESI Parts Online and the Services,

d) the automatic reading, blocking, overwriting, modification, copying of data and/or other Content, except as necessary for the proper use of ESI Parts Online and the Services,

e) activity to decrypt, decompile, disassemble, reconstruct, or otherwise attempt to discover the source code, any software or proprietary algorithms used, except as permitted by mandatory non-waivable provisions.

If the Customer becomes aware of an illegal, abusive or otherwise unauthorised use of the Services, the Customer may contact the Provider[by using the ESI[tronic] Parts Online Ticket. The Provider shall then examine the matter and, if necessary, take appropriate steps.

In the event of significant breaches of duty for which the Customer is responsible, the Provider is entitled to terminate the Customer Agreement for good cause in accordance with Section 11.

9. Suspension

The Provider may suspend the Customer's access to ESI Parts Online and/or the Services if the Provider determines that

a) the use of ESI Parts Online and/or the use of the Services (i) poses a security risk to ESI Parts Online and/or the Services and/or a third party; (ii) adversely affects ESI Parts Online and/or the Services or other customer's systems or content; (iii) violates applicable law or third-party rights; (iv) could subject Provider, its affiliates or third parties to liability for damages; or (v) is fraudulent,

b) the Customer violates these Terms of Use,

c) the Customer is in default of its payment obligations for more than 30 days.

The Provider shall inform the Customer of the suspension by sending a notification to the e-mail address associated with the customer account prior to the suspension, unless the Provider has to act immediately due to urgency and is therefore unable to send a prior notification to the Customer.

The suspension shall be revoked as soon as the Customer has resolved the problem that led to the suspension.

Provider's right to suspend Customer's access to ESI Parts Online and/or the Services is in addition to Provider's right to terminate these Terms of Use pursuant to Section 11 and to exercise any other remedies available to Provider under applicable law.

10. Fees, Payment

Registration, access to ESI Parts Online and use of the Services are free of additional charge beside ESI[tronic] fees. With regard to the Products, the prices at the time of ordering shall apply. All prices are exclusive of value added tax.

The fees for the Products are due immediately upon conclusion of the contract.

Information on payment methods, payment dates and any additional costs incurred can be found on the Website or in the App.

Insofar as Products are ordered via an App, payments shall be processed via the respective app store. In this case, the terms and conditions and payment conditions of the respective app store shall apply with precedence to these Terms of Use. In the event of contradictions between the app store terms and conditions and these Terms of Use, the app store terms and conditions shall take precedence.

11. Term, Termination

The term of this Customer Agreement is linked to the term of the corresponding ESI[tronic] software license agreement (EULA), which is a precondition to this Customer Agreement and which follows separate conditions. It begins with the date of registration and ends with the termination of the underlying ESI[tronic] software license agreement or with the effectiveness of a termination by the Provider.

Provider and Customer may terminate the Customer Agreement at any time with a period of notice of one month to the end of the month.

The right to terminate for good cause remains unaffected for both parties.

Form of termination

a) The termination of a Product subscription can be made either in text form (letter, e-mail) or via a termination button, if available.

Consequences of termination

b) In the event of termination of the Customer Agreement, the customer account shall be blocked as of the termination date and the Customer shall no longer have access to his customer account and the Services.

c) In the event of termination of the Customer Agreement, the Provider shall be entitled to irretrievably delete the data created in connection with the customer account upon expiry of any statutory retention periods 30 calendar days after the termination takes effect. For personal data, the regulations on data protection shall apply with priority, which may also provide for a shorter period for deletion.

12. Warranty

The Provider shall not assume any warranty for material defects and defects of title for ESI Parts Online and the Services, except in cases where the Provider has fraudulently concealed the respective material defect or defect of title.

13. Liability

The Provider shall be liable in accordance with the statutory provisions (i) in the event of intent and gross negligence, (ii) in accordance with the provisions of applicable Product Liability Acts, (iii) to the extent of a guarantee assumed by the Provider, and (iv) in the event of injury to the life, body or health of a person.

In the case of negligently caused damage to property and financial loss, the Provider shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage that was foreseeable and typical for the contract at the time of conclusion of the contract; material contractual obligations are those whose fulfilment characterizes the contract and on which the Customer may rely.

Notwithstanding the provision in Section 0, the liability of the Provider in the event of negligent breach of a material contractual obligation proven by the Customer shall be limited in the amount as follows for all cases of damage occurring in the same contract year:

a) The maximum amount of liability per contract year shall not exceed 100,000 Euros.

b) If the maximum liability amount is not reached in a contract year, the maximum liability amount shall not be increased in the following contract year. A contract year in the above sense is the first period of twelve months from the time of registration and each subsequent twelve-month period.

Statutory limitations of liability, which deviate from the above liability regulations in favour of the Provider, shall remain unaffected.

The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of the Provider and to the personal liability of employees, representatives and bodies of the Provider as well as to claims for reimbursement of expenses.

14. Indemnification

The Customer indemnifies the Provider in the event of a claim due to an alleged or actual infringement and/or violation of third party rights from all third party claims, including damages arising therefrom (e.g., costs for appropriate legal defence), resulting from actions of the Customer in connection with the use of ESI Parts Online, unless Customer is not responsible for the claim.

15. Data Protection

All information on the processing of personal data can be

found in the Provider's data protection notice. It is available in ESI Parts Online.

16. Confidentiality

"**Confidential Information**" shall mean all information and documents of the other party which are marked as confidential or which are to be regarded as confidential according to the circumstances, in particular information on operational processes, business relationships and know-how.

The parties agree not to disclose Confidential Information, unless otherwise expressly stated in these Terms of Use. This obligation continues for a period of 5 years after termination of the Customer Agreement. For trade secrets within the meaning of Directive (EU) 2016/943 the confidentiality obligation remains unaffected also for the period after 5 years as long as the respective information does qualify as trade secret.

The parties shall only grant access to Confidential Information to those bodies or employees or bodies or employees of affiliated companies within the meaning of Sections 15 and following German Stock Corporation Act (*Aktiengesetz*) who have previously been subject to confidentiality obligations corresponding to the confidentiality obligations of these Terms of Use. A transfer to other third parties is only permitted if they are bound to secrecy by professional secrecy. Furthermore, the parties will only disclose the Confidential Information to those employees and other third parties who need to know in order to comply with these Terms of Use and - as far as employees are concerned - will oblige such employees to maintain confidentiality to the extent permitted by employment law even after they have left the company.

Excluded from the foregoing obligations of confidentiality is such Confidential Information

a) which was demonstrably already known to recipient at the time of the conclusion of these Terms of Use without breach of any contractual or statutory duty of confidentiality, or become lawfully known to recipient thereafter from a third party without being subject to any duty of confidentiality,

b) which is publicly known at the time of conclusion of the Customer Agreement or are made publicly known thereafter, unless this is based on a breach of the Customer Agreement,

c) which has been independently developed by a party independently of any Confidential Information obtained under Terms of Use,

d) which must be disclosed due to legal obligations or by order of a court or authority or is disclosed for reasons of legal defense. To the extent permitted and possible, the recipient subject to the disclosure obligation will give prior notice to the other party,

e) which is disclosed by one party with the prior written consent of the other party.

Publications relating to the subject matter of the Terms of Use are only permitted with the consent of both parties. For publications concerning the Provider, the regulations at: https://brandguide.bosch.com/document/78/en#/the-brand-management/brand-positioning must be observed.

Customer agrees not to carry out any observation, examination, dismantling or reverse engineering of ESI Parts Online and the Services without the prior consent of Provider, unless ESI Parts Online and the Services are publicly available. Customer is not entitled to disassemble, decompile or translate received Software into any other code form, without prejudice to the Customer's mandatory copyright rights under Articles 5 and 6 of EU Directive 2009/24/EC (exceptions to acts requiring consent and decompilation).

17. Export Control and Customs

Each party is entitled to refuse to perform its obligations under these Terms of Use 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 embargos and other sanctions) which is – in accordance with this law – applicable to these Terms of Use ("**Foreign Trade Law**"). In such cases, either party is entitled to terminate these Terms of Use to the extent necessary. If a partial performance is excluded for technical or legal reasons or if a party has no interest in a partial performance, the termination shall lead to the termination of the entire contract.

If the fulfilment of the contract is delayed due to approval, authorization or similar requirements under Foreign Trade Law (hereinafter collectively referred to as "**Authorization**"), agreed delivery periods and delivery dates shall be extended/postponed accordingly and neither party shall have any liability for non-compliance related to such delay. Should an Authorization be refused or not be granted within three (3) months from the date of application, either party shall be entitled to terminate these Terms of Use, in any case to the extent that the fulfilment of the contract requires the Authorization. If a partial performance is excluded for technical or legal reasons or if a party has no interest in a partial performance, the termination shall lead to the termination of the entire contract.

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 to Section 0 or delay in performance according to Section 0.

Upon Provider's request, Customer must 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 including, without limitation, information on end customers/users, the destination and the intended end-use of ESI Parts Online, the Services and/or Products. Provider, in its sole discretion, shall be entitled to withdraw from any contracts or to refuse the performance under these Terms of Use if the Customer does not provide the Provider with such information and documents within a reasonable period of time.

In the event that Customer provides the Software to any third party (specifically including any affiliate of the Customer), the Customer shall comply with applicable Foreign Trade Law. Provider is entitled to refuse to perform its obligations under these Terms of Use and to terminate the license terms and conditions for cause if Customer breaches this obligation.

To the extent permitted by applicable law, Provider takes no liability for any claims of the Customer for damages related to or arising from Provider's refusal to perform obligations under these Terms of Use or termination of the Customer Agreement in accordance with Sections 0, 0, 0 und 0.

Any customs-cross-border provision of digital products (incl. related know-how, technology, or data) shall be made exclusively in electronic form.

18. Change of the Terms of Use

The Provider is entitled to change or supplement these Terms of Use at any time with effect for the future if this is necessary due to legal changes or due to functional or technical developments of ESI Parts Online or the Services.

The Customer shall be notified of a change or addition at least six weeks before it takes effect (e.g., by e-mail or paper printout). If the Customer does not object to the change or amendment within 30 days of the announcement of the change or amendment, this shall be deemed to be consent to the change or amendment ("*deemed consent*"); the Provider shall make separate reference to this in the announcement. The deemed consent does not apply to a change that affects a main service of the Customer Agreement if this would result in an unfavourable disproportion between service and consideration to the detriment of the Customer. In the event of an objection, the usage relationship shall be continued under the previous conditions.

Editorial changes to these Terms of Use, i.e., changes that do not affect the Customer Agreement, such as the correction of typing errors, shall be made without notifying the Customer.

19. Updates, Service changes

Updates

The Provider may provide updates, e.g., to close security gaps or to eliminate errors. If required, it is the Customer's responsibility to install updates without delay and to update the operating system of his mobile end device if this is required for an update of the Services.

20. Applicable Law, Place of Jurisdiction

The law of Poland shall apply to the exclusion of the UN United Nations Convention on Contracts for the International Sale of Goods

The exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms of Use shall be the court having jurisdiction over the registered office of the Licensor if the Licensee is a business entity or if there is no domestic court.

21. Final provisions

Operational disruptions caused by unavoidable events (i) beyond Provider's control, (ii) which could not be averted with reasonable effort, and (iii) which could not have been foreseen even when exercising with extreme care, and (iv) which make Provider's obligations under these Terms of Use considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, operational or traffic disruptions and transport obstructions ("**Force Majeure**"), discharge Provider from its obligations under these Terms of Use for the duration of such an event plus a reasonable restart period.

Legally relevant declarations and notifications to be made to the Provider after the conclusion of the contract (e.g., setting of deadlines) shall be made in text form (letter, e-mail) to be effective).

Should any provision of these Terms of Use be or become invalid or unenforceable, this shall not affect the remaining provisions.

Robert Bosch GmbH