## **Terms and Conditions of Delivery**

Automotive Aftermarket Division AA/SEN (Sales Europe North)

### **General Provision**

Only the following Terms and Conditions shall govern our deliveries. Terms and conditions opposing or deviating from our Terms and Conditions shall not apply unless we have expressly approved the application thereof.

Robert Bosch A/S, respectively Robert Bosch AS, Robert Bosch AB & Robert Bosch Oy is meant to be the supplier, hereinafter referred to as "the Supplier". The customer is meant to be the distributor, hereinafter referred to as "the Distributor".

#### Prices

If no other prices on products and services are agreed in writing between Supplier and Distributor, the current valid prices and rebates set by the Supplier shall apply.

Order and delivery information on commodities and Diagnostics

Information on ordering, order types, delivery days per order type and current freight charges can be found on our extranet

http://dk.bosch-automotive-portal.com http://fi.bosch-automotive-portal.com http://se.bosch-automotive-portal.com http://no.bosch-automotive-portal.com/en (Baltics)

Delay in delivery

4.1. If the Supplier is in delay with his delivery, the Distributor can declare (also upon the Supplier's request) within a reasonable period of time whether he wishes to cancel the delayed order positions.

4.2. Partial shipments and corresponding invoices are admissible unless this is an unreasonable hardship for the Distributor.

Order claims

5.1. Order claims are sent to the Supplier via a claim form which is available on the Supplier's extranet

http://dk.bosch-automotive-portal.com http://fi.bosch-automotive-portal.com http://se.bosch-automotive-portal.com http://no.bosch-automotive-portal.com/en (Baltics)

5.2. The claim has to be sent from the Distributor to the Supplier no later than 6 weeks after receipt of the product or invoice.

Transport damage claims shall be sent to the Supplier no later than 2 days after receipt together with a confirmation of the freight forwarder and a photo.

The Supplier will answer these claims no later than 5 working days after receipt of the form.

5.3. If a product is to be returned, a form with the confirmation of return will be sent to the customer. The product has to be in its unmarked original packaging, not opened, not damaged and placed in a carton clearly marked with the return number which is to be found on the form with confirmation of return.

5.4. The Supplier will then send a forwarder to fetch the claimed product(s) within the next 5 working days.

5.5. If applicable a credit note is then issued (a surcharge may apply in some special cases - see the Supplier's extranet for details

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#### 1. Defects and warranty on Products/Commodities

6.1. The Supplier offers a 1 year warranty on its products when sold b2b (business to business). Is the product sold to an end consumer (private customer), a warranty period of 2 years is valid according to EU legislations.

6.2. The time bar period for defects commences as follows:

- on the date on which the product is put into use; i.e. of upon installation
- in all other cases upon delivery of the product to ultimate buyer

6.3. Claims on defects do not exist in case of merely inconsiderable deviation from the quality

agreed upon or in case of only minor impairment to the use of the product.

6.4. The following are not deemed to be defects:

- ordinary wear and tear;
- characteristics of the product and damaged caused after the date of transfer of risk due to improper handling, storage or erection, non-compliance with installation or handling regulations or to excessive strain or use;
- characteristics of the product or damage caused by force majeure, special external circumstances not foreseen under the terms of contract or due to the use of the product beyond normal use or the use provided for under the terms of the contract
- non- reproducible software errors.

6.5. All warranty claims on products can be sent to one of the Supplier's Warranty Partners (Bosch Warranty Partner). Information on current addresses can be required at the Supplier's technical hotline or be found on the Supplier's extranet (see below) <u>http://dk.bosch-automotive-portal.com</u> <u>http://fi.bosch-automotive-portal.com</u> <u>http://fi.bosch-automotive-portal.com</u> <u>http://fi.bosch-automotive-portal.com</u> <u>http://fi.bosch-automotive-portal.com</u> <u>https://fi.bosch-automotive-portal.com</u> <u>https://fi.bosch-automotive-portal.com/en</u> (Baltic)

6.6. Together with the warranty products a warranty report is to be sent to the Supplier's Warranty Partner. The Bosch Warranty Partner then registers the claim in BWS (Bosch Warranty System). Each warranty report has to be written as complete as possible.

7.7. When the warranty is approved a credit note is issued and each warranty report number is stated on the credit note. The warranties are to be sent to the Supplier's Warranty Partner no more than 4 weeks after the customer has received the warranty claim from the workshop.

# 2. Defects and warranty on Diagnostics (Test equipment)

7.1. The Supplier offers a 1 year warranty on its products when sold b2b (business to business). Is the product sold to an end consumer (private customer), a warranty period of 2 years is valid according to EU legislations.

7.2. The conditions described in point 6.2. - 6.4. apply also for the Supplier's Diagnostics (Test Equipment).

7.3. All warranties on products can be sent to one of the Supplier's Warranty Partners. Information on current addresses can be required at the

Supplier's technical hotline or be found on the Supplier's extranet (www.boschupdates.com).

7.4. Test equipment is repaired or replaced free of charge by one of the Supplier's Warranty Partners.

8.5. The warranties are to be sent to one of the Supplier's Warranty Partners no more than 4 weeks after the customer has received the warranty claim.

Valid as of October 2015, AA/SEN