



## **General Terms and Conditions regarding the Use of the Bosch Security Systems Extranet (Bosch Extranet GTC)**

### **§ 1 Subject and Scope of the Contract**

1. Robert Bosch offers an online portal on the Internet for customers (Bosch Extranet). Wholesale customers have access to the full range of services on the Bosch Extranet (currently: automatic product inquiries, information), while other customers (engineers, architects etc.) have limited access to the information platform services. The Bosch Extranet does not offer any services for consumers. These General Terms and Conditions apply to all types of use of the Bosch Extranet.
2. With regard to use of the Bosch Extranet, Bosch negotiates solely on the basis of these General Terms and Conditions. Special terms and conditions may also apply for some of the Bosch Extranet services. Reference will be made to these prior to the use of such services.
3. The version of the General Terms and Conditions that can be accessed on the Bosch Extranet homepage at the time of use applies. § 12 remains unaffected.

### **§ 2 Definition of Terms**

1. "Customers" are those companies registered by Bosch to use the Bosch Extranet. Both legal and natural persons can be customers. Customers can be wholesale customers and other customers (engineers, architects, plumbers etc.). Every customer must either be an entrepreneur, a legal person under public law, or a public law entity with special funds.
2. "Administrators" are those employees authorized by the customer to enter users (see Paragraph 3) in the database, to assign the users the rights needed to access and use the individual services ("authorization"), and to change these rights and to delete the usage authorization where necessary. Administrators may only be natural persons who are authorized representatives of the customer and who are employed on a long-term basis by the customer.
3. "Users" are the employees of a customer who have been authorized by the administrators. Every user is regarded as an authorized representative of the customer. All decisions regarding user authorizations are the responsibility of the customer. Only natural persons who have sufficient authorization to represent the customer for the issuing and receiving of declarations for and on behalf of the customer can be named as users.
4. "Access data" is the combination of customer number, user name, and password or other features used to access all the areas of the Bosch Extranet that the participant is permitted to use.



5. Customers, administrators, and users are known collectively as "Participants".
6. "Contract data" is the data that is required and ascertained for the contractual relationship between Bosch and the customer exclusively in relation to use of the Bosch Extranet. The contract data is also referred to below as "registration data" if it is ascertained or used during registration.
7. "Transaction data" is the data ("log files") used and electronically recorded when the participant uses the electronic databases of the Bosch Extranet.
8. "Data" refers to contract data or transaction data.

### **§ 3 General Rules on the Use of the Bosch Extranet**

1. Customers make contact with Bosch using the services provided on the Bosch Extranet. Customer inquiries are made directly through declarations of intent by electronic means when the Bosch Extranet is used.
2. The system time of the Bosch Extranet is Central European Time or Central European Summertime.

### **§ 4 Registration**

1. Every customer must register before using the Bosch Extranet. During registration, contract data is ascertained or—if already ascertained—confirmed.
2. The customer guarantees and is responsible at all times for ensuring that his or her registration data is always up to date, correct, and complete. The customer is obliged to update the registration data immediately if underlying information changes. Bosch must be informed immediately of changes to registration data that customers cannot make themselves. This must take place as soon as the customer becomes aware of the new information.
3. The customer is obliged to instruct all authorized employees to observe these General Terms and Conditions. The customer selects qualified employees to use the services provided on the Bosch Extranet in all instances defined in § 2 Paragraph 2, 3.
4. When the customer provides the data, Bosch is authorized but not obliged to check the customer's registration data itself or have it checked by a third party. Bosch may demand proof of the power of representation for each of the participants registered by the customer. Bosch shall determine the details of this proof.
5. Bosch is authorized to deny the registration of individual customers for objectively justified reasons, particularly if incorrect or misleading registration data is provided or the credit standing is too low. If there are any doubts as to the seriousness of the registration or the customer's credit standing, or if the customer's financial situation worsens considerably, Bosch is authorized to demand payments in advance or other securities.
6. It is the responsibility of the participants themselves to ensure that all the required devices, data transmission lines, telecommunication services, and all the equipment and technology needed to use the Bosch Extranet are available; this applies in particular to the procurement of a browser and the use of encryption procedures and the observance of national regulations relating to this. The participants shall bear the costs and additional charges for this themselves.



7. Registration becomes effective and the owner and user relationship for the Bosch Extranet starts when Bosch releases the services for use by the customer.
8. All information provided by Bosch to the customer relating to the Bosch Extranet is sent by regular mail or to the general email address belonging to the contact person named by the customer, or an email address specified for a particular procedure.

## **§ 5 Data Protection**

1. In accordance with these General Terms and Conditions, Bosch is obliged to keep all data secret, unless the customer has expressly agreed to its use by a third party. Bosch is only authorized to use customer-specific data if these General Terms and Conditions or the relevant data protection regulations expressly permit this.
2. By entering or using data in the database, the customer agrees that the ascertained or resulting data can be processed to fulfill the purpose of the contract and can be used for all the purposes intended by these General Terms and Conditions.
3. Bosch is authorized to use anonymized data itself or forward this to third parties for statistical purposes.
4. Bosch's legal obligations to continually store (archive), lock, delete, or forward data or information on the basis of legal, judicial, or official instructions or the provisions of these General Terms and Conditions remain unaffected by the rulings in this paragraph.
5. Bosch is authorized to store, process, and use for the purposes of these General Terms and Conditions data relating to completed transactions or data that has arisen in connection with a completed transaction unless the customer requests its deletion in writing and at the same time agrees not to raise objections relating to this data or objections that were or would be assessed using this data. In a case such as this, the data is to be deleted within 30 days of receipt of the request to delete the data, providing its continued storage is not made necessary as a result of justified interests on the part of Bosch, in particular in the case of dependent or pending legal proceedings with the customer or a third party, if the data is required to identify or repel attacks on system integrity, or in the case of legal, judicial, or official instructions on data backup, either in general or for a particular case.
6. The customer is entitled to inquire at any time about all the data stored on it by Bosch. If data is incorrect, the customer is authorized and obliged to correct it. If a customer cannot access or change its customer-related data, the customer can demand that Bosch corrects it.
7. Bosch shall ascertain, process and use contract data as permitted by these General Terms and Conditions and the applicable data protection regulations for the duration of the contractual relationship and until all post-contractual obligations and rights have been completed in full. Under no circumstances shall such data be passed on to third parties. The contract data can be forwarded for the purposes of enforcement and credit standing checks.
8. Transaction data shall be ascertained, stored, and processed primarily to evaluate and ensure system security and integrity. It may only be forwarded to third parties in individual cases as the result of a legal or official instruction.



## **§ 6 System Security**

1. Input that could contain viruses, Trojans, or other executable program code and/or is potentially capable of damaging, secretly viewing, intercepting, forwarding, or deleting data or systems or providing third parties with access to protected data, systems, or domains, is not permitted.
2. Access data may only be forwarded by the administrator personally to the users entered in the database. Every participant shall ensure that access data is protected against unauthorized access by third parties and unauthorized use by the company's own employees, other participants, or third parties. Bosch shall not be liable for the improper use of access data or for the actions of participants without powers of representation. If actions are performed using a participant's access data, it is assumed that the registered participant carried out the actions.
3. If a participant becomes aware of an infringement of or risk to the security of data on the Bosch Extranet, in particular in the case of theft or a third party's unauthorized knowledge or use of a participant's access data, or a participant regards such an event as a possibility owing to concrete circumstances, he or she must inform Bosch of this immediately.
4. The participant is not authorized to use or test mechanisms, software, or other routines that could disrupt the functioning of the Bosch Extranet or the offered services. The participant shall carry out no measures that could cause the infrastructure to be overloaded.

## **§ 7 Bosch Deliverables**

1. Bosch shall provide the infrastructure of the Bosch Extranet and the related services (in particular the non-binding product inquiry for wholesale customers and the information platform for all customers).
2. Bosch shall make every effort to provide the customer with the electronic services of the Bosch Extranet with as few interruptions as possible as far as this can be achieved with regard to maintenance measures, update measures, and similar measures. Where possible, Bosch shall inform the customer of maintenance work and update phases in good time. No claims shall arise from the unavailability of the electronic services of the Bosch Extranet, unless Bosch is responsible for this unavailability in accordance with § 8.
3. Bosch is not obliged to perform the contractual services if this is impossible or unreasonable because of measures relating to labor disputes or if unexpected obstacles occur or in other cases of force majeure that are outside Bosch's sphere of influence. This also applies if such circumstances occur at or are caused by third-party companies involved in providing the Bosch Extranet services, in particular telecommunication service providers, other service providers, or data processing center operators. If Bosch bears any responsibility for such stoppages, Bosch's liability in accordance with the liability ruling as per § 8 remains unaffected.



## § 8 Liability

1. Unless otherwise stipulated in these General Terms and Conditions, Bosch is only liable for damages and compensation for futile expenditure in accordance with § 284 of the German Civil Code [BGB] (hereinafter referred to as "damages") resulting from the infringement of contractual or non-contractual obligations in the case of intent or gross neglect on the part of Bosch's legal representatives or subcontractors, injury to life, limb, or health, the takeover of a warranty or supply risk, the infringement of major contractual obligations, as a result of mandatory liability in accordance with the German Product Liability Act [PHG] or other mandatory liability. However, damages for the infringement of major contractual obligations are limited to contract-typical, predictable damages, unless there was intent or gross negligence on the part of Bosch's legal representatives or subcontractors or liability is due to injury to life, limb, or health, or the takeover of a warranty or supply risk. A change of the burden of proof to the disadvantage of the client is not associated with the aforementioned rulings.
2. Owing to the Internet's particular characteristics as an open data network created through the connection of individual networks operated by different providers and with different technical infrastructures and different telecommunication services, Bosch accepts no liability for procedures and malfunctions that lie outside Bosch's organizational or technical domain. The customer is aware that the Internet services required for communication with Bosch are outside Bosch's control and responsibility and are probably not offered on the basis of assured quality criteria. During transmission, it is possible that data may be lost, data integrity and confidentiality may be breached, and the connection may be completely terminated or may fail. Bosch is liable in accordance with Paragraph 1 for all damages that result from faulty data transmission, providing the operating equipment (databases, servers, operating systems, own computer networks) that fails is Bosch's own or under Bosch's responsibility. However, where technically and operationally possible, Bosch shall enjoin third-party network operators—if these can be determined—immediately to repair faults that Bosch has become aware of.
3. In particular Bosch shall not be liable for damages that result from the deletion or locking of participant's entries on the Bosch Extranet website or the failure to delete or lock these entries, unless Bosch is responsible for this in accordance with Paragraph 1.
4. If the Bosch Extranet services contain references (hyperlinks) to Internet sites on the World Wide Web or other information offerings from third parties, Bosch takes no responsibility for their availability or content.
5. If a non-authorized third party makes direct contact with a customer via the services provided on the Bosch Extranet (for example by sending a product inquiry by email), any legal relationship exists solely between the customer and the non-authorized third party. In this respect, Bosch accepts no liability, in particular no liability for the correct and complete transmission of information, the correctness of the information, the formation, validity, and content of contracts, the formation and fulfillment of obligations, and so on. In such a case, Bosch is neither a contractual partner nor a messenger, representative, or other agent for the customer or non-authorized third party.



## **§ 9 Exemption from Liability**

The customer exempts Bosch from liability for all claims and disputes, including the reasonable costs of associated legal action, which are caused as a result of the customer's infringement of contractual obligations, in particular those laid out in these General Terms and Conditions. Bosch shall inform the customer immediately of any proceedings affecting the customer and shall not conclude any settlements with a third party that are detrimental to the customer without the customer's agreement.

## **§ 10 Copyright and Restrictive Covenants**

1. By providing data, the customer grants Bosch the non-exclusive right to use this data for all contractually intended or permitted purposes without restrictions of time and space. This right shall end when the contractual relationship ends. In particular, the customer grants Bosch the right to reproduce, translate, and transmit such information.
2. For information offered by Bosch itself on the Bosch Extranet, the customer is granted a non-exclusive and non-transferable right of access and use solely for the customer's internal purposes in accordance with the restrictions defined in these General Terms and Conditions. Any further use is not permitted.
3. The customer may not fully or partially change, publish, or transmit the services from the Bosch Extranet or the provided information or participate in their transmission or sale, store or publish them, produce content derived from them, distribute or display them or use the services and information in any other commercial way without the written agreement of Bosch, other than is permitted within the scope of these General Terms and Conditions. The customer may not change or remove copyright notices or any other indications of industrial property rights. Files that are provided for download for the customer's use are excluded from the ban on storage, publication, reproduction, and distribution.
4. Bosch's domain names, logos, brands, and trade names are subject to legal protection as company brands.
5. Bosch reserves all ownership and usage rights to the design and layout of the services and website of the Bosch Extranet, in particular texts, graphic design, animations, software, and other multimedia applications. These rights are not just limited to the present design and layout of the services and website, but also cover all future improvements and changes.

## **§ 11 Contracts on Goods/Services**

These Bosch Extranet GTC relate solely to the use of the Bosch Extranet. The inquiries submitted via the Bosch Extranet do not oblige Bosch to conclude a contract for the goods/services that are the subject of the inquiry. Formation, content, and execution of contracts for goods/services are based solely on the agreements that exist for these goods/services between Bosch and the customer.



## **§ 12 Changes to the General Terms and Conditions or their Scope**

1. Changes by Bosch to these General Terms and Conditions, the services of the Bosch Extranet, the user interfaces that belong to these services, or the availability of the services, databases or their content are permitted providing
  - a) the primary obligation according to this contract remains unchanged in essence
  - b) they are caused by mandatory requirements by third parties, for which Bosch is not responsible
  - c) they are also at least in the interests of the customer, since they serve to improve processes or offer services more efficiently, without causing significant disadvantages for the customer or
  - d) the scope of the Bosch Extranet is extended
2. Changes are announced on the Bosch Extranet Internet pages and the customer is directly informed.
3. The customer can object to changes that do not meet the criteria laid out in Paragraph 1 within a four-week period from their announcement. If the customer does not raise an objection to the changes within this period, the changes become effective. If an objection is raised in good time, the owner and user relationship ends with a notice period of at least three weeks to the end of the quarter.

## **§ 13 Temporary Denial of Usage Authorization in the Case of Misuse**

1. Bosch is authorized to prevent participants from using some or all offered services for a certain period of time if, despite warnings, the participants violate these Bosch Extranet GTC or other contractual agreements.
2. Once the violation has ceased, usage authorization can be restored if further violations are not expected.

## **§ 14 Contractual Term, Period of Notice, Suspension in the Case of a Violation of these General Terms and Conditions**

1. The owner and user relationship starts when Bosch provides access to the Bosch Extranet. It runs for an unlimited period.
2. Each party can terminate the agreement in writing with a period of notice of three months to the end of the year.
3. Bosch is authorized to terminate without notice the user relationship of a customer who itself or through its participants misuses the services of the Bosch Extranet, seriously or repeatedly violates a provision of these Bosch Extranet GTC, enters incorrect or misleading data, or for any other serious reason. This applies in particular if insolvency proceedings are started against the customer's assets, or this is threatened, or if the customer's financial situation worsens significantly in any other way that leads to the fear that the customer will not be able to meet its obligations, either temporarily or in the long term. In the case of an immediate termination, the customer data can be locked without a period of notice or announcement.
4. Extraordinary termination on the part of the customer is permitted if there is good reason.
5. Notice must be given in writing. Termination by email is not regarded as a termination in writing.



## § 15 Final Rulings

1. This contract is subject solely to the law of the Federal Republic of Germany, to the exclusion of conflict of law provisions and international agreements on the sale of goods.
2. The German-language version of these General Terms and Conditions is decisive for the interpretation of the contract. Translations into other languages are for information purposes only and shall not be used for interpretation of the contract.
3. If the customer is a businessperson, a legal person under public law, or a public law entity with special funds, or does not have a general domestic place of jurisdiction, the place of jurisdiction for all legal disputes resulting from the contractual relationship based on these General Terms and Conditions between Bosch and the customer shall be Bosch's place of business. Bosch is also authorized to take legal action at the customer's general place of jurisdiction. Place of fulfillment for the Bosch services shall be the company's place of business.
4. Bosch shall not recognize the customer's general terms and conditions, purchasing conditions, delivery conditions or any other customer conditions that are contrary to or differ from this contract, unless Bosch has agreed to the validity of such conditions in writing. The rulings in these General Terms and Conditions also apply if Bosch provides these services without reservation in the knowledge of customer conditions that are contrary to or differ from this contract.