

Bosch Thermotechnology Corp. Standard Terms & Conditions of Sale

1. DEFINITIONS AND SCOPE.

1.1 Definitions. In these Standard Terms (as defined below), “**Bosch**” means Bosch Thermotechnology Corp., and “**Customer**” means you, the customer to whom Bosch is providing Products and/or Services (as each such term is defined below) subject to these Standard Terms. Bosch and Customer are collectively referred to herein as the “**Parties**” and individually, a “**Party**”. In addition to the terms defined in these Standard Terms, the following terms have the following meanings:

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by or is under common control with a Party and as used herein, “**control**”, “**controls**” or “**controlled**” means: (a) fifty percent (50%) or more ownership or beneficial interest of income or capital of such entity; (b) ownership of at least fifty percent (50%) of the voting power or voting equity; or (c) the ability to otherwise direct or share management policies of such entity.

“**Customer Data**” means all data, information or other content and materials (a) transmitted or provided to Bosch by Customer or a third party on behalf of Customer, or (b) uploaded by or for Customer via the Product and Processed by or for Customer using the Services.

“**Documentation**” means all Bosch user guides and instruction manuals published and made available by Bosch to Customer in writing that relate to the performance conditions and limitations, installation requirements, use limitations and maintenance of the Products and/or Software.

“**Law**” means (a) any and all laws, statutes, regulations, ordinances, or subordinate legislation in force from time to time to which a Party is subject; (b) the common law; (c) any and all court orders, judgments, or decrees that are binding on a Party; and (d) any and all directives, policies, rules, or orders that are binding on a Party and that are made or given by a regulator, or other government or government agency, of, in the case of items (a) - (d) above, any country, or other national, federal, commonwealth, state, provincial, or local jurisdiction.

“**Malicious Code**” means code, files, scripts, agents or programs intended to cause undesired effects, harm or damage, including, for example, viruses, worms, time bombs and trojan horses.

“**Personal Data**” means any information relating to (a) any identified or identifiable natural person, and, (b) identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data privacy Laws), where for each (a) or (b), such data is Customer Data.

“**Process**”, “**Processing**”, and “**Processed**” means any operation or set of operations performed upon Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, erasure or destruction.

“**Product**” means any product, hardware, equipment, or Software provided by Bosch to Customer and identified in the applicable Quotation or Purchase Order.

“**Purchase Order**” means an ordering document issued by Customer to Bosch that specifies the Product and/or Services.

“**Quotation**” means a quotation for Products, and/or Services issued to Customer by Bosch which is subject to these Standard Terms.

“**Services**” means any consulting services, implementation services, configuration services, technical support services, and/or other professional services provided by Bosch to Customer and identified in the applicable Quotation or Purchase Order, which relates to the Products and/or Software provided by Bosch to Customer, and which are subject to these Standard Terms.

“**Specifications**” means the design, performance, descriptions, parameters, requirements and other technical specifications of the Product set forth in the Quotation, or in any other written document executed by the Parties.

“**Software**” means all software and firmware that has been loaded onto, incorporated into or provided in connection with the Products, or Services provided by Bosch.

“**Third Party Providers**” means any and all licensors, suppliers, service providers and subcontractors of Bosch or its Affiliates.

1.2 Scope of Agreement; Order of Precedence. Sales of Products and/or Services by Bosch to Customer are expressly subject to and conditioned upon the terms and conditions contained in these Standard Terms & Conditions of Sale, which include any provisions made available by Bosch via a hyperlink herein, and any terms set forth in the Quotation or Order Confirmation (defined below in Section 2.1), if any, which collectively constitute a sales agreement entered into between Bosch and Customer (collectively, “**Standard Terms**”). If Bosch and Customer have explicitly agreed in writing via a signed agreement, to terms and conditions applicable to the sale of Product and/or Services in exception or addition to these Standard Terms, then those terms and conditions (“**Independent Agreement**”) will apply to the sale of Product and/or Services. In the event of a conflict, (a) the terms of the Independent Agreement will take precedence over these Standard Terms or any Purchase Order; and (b) these Standard Terms shall take precedence over any Purchase Order.

2. ORDERS; CANCELLATION AND CHANGES.

2.1 Purchase Order. Bosch’s acceptance of any offer or Purchase Order from Customer is expressly conditioned on Customer’s consent to these Standard Terms, which are part of and incorporated in any Purchase Order, irrespective of whether the Purchase Order references these Standard Terms. Any additional or different terms or conditions set forth by Customer, including, without limitation, any terms or conditions requiring compliance with any federal vaccine mandate, such as the federal contractor and subcontractor mandate requirements issued by the Safer Federal Workforce Task Force, whether in a Purchase Order or another communication, are expressly objected to and rejected and will not be binding on Bosch, unless expressly agreed to in writing by an authorized representative of Bosch. Customer’s issuance of a Purchase Order or acceptance of the Products when delivered and/or Services when provided will be deemed conclusive evidence of, and constitutes Customer’s acceptance of and assent to Bosch’s Order Confirmation (as defined below), if any, and these Standard Terms. Customer’s acceptance of any offer (or counter-offer) by Bosch is limited to these Standard Terms. Bosch may reject a Purchase Order in whole or in part for any lawful reason in its sole discretion. A Purchase Order will be deemed accepted by Bosch upon Bosch issuing a written order confirmation (“**Order Confirmation**”). No Purchase Order will be binding upon Bosch until accepted by Bosch.

2.2 Cancellations/Changes by Customer. No cancellations of a Purchase Order or changes to the Purchase Order at any time, by Customer will be effective without Bosch’s prior written consent. Without such required consent, a cancellation of or change to the Purchase Order will entitle Bosch to all remedies available by law or equity including, but not limited to, cancellation costs or increased prices. Customer shall indemnify Bosch against any loss, damage, or expense incurred by Bosch in relation to any cancellation or change of the Purchase Order by Customer in violation of this Section 2.2.

2.3 Cancellations/Changes by Bosch. Bosch may cancel a Purchase Order or require full or partial early payment if: (a) the solvency or operation of Customer is in question, (b) Customer becomes the subject of any bankruptcy proceedings, (c) there is an appointment of a trustee or receiver for Customer, or (d) Customer makes an assignment or other arrangement for the benefit of its creditors.

3. PRICES, PAYMENT TERMS AND TAXES.

3.1 Pricing. Customer shall pay Bosch according to the pricing set forth in the applicable Order Confirmation. All prices are quoted in USD and are subject to the delivery terms defined in Section 4 below. Unless otherwise expressly provided in these Standard Terms, fees paid are non-refundable. Customer shall reimburse Bosch for actual expenses (including travel and mileage) incurred by Bosch in performing any Services. Bosch will provide a summary of such expenses with the invoice for the associated Services. Bosch reserves the right to adjust the prices due to increases in material, labor, manufacturing or shipping costs if the increases occur before the delivery date. If the amount of the cost increases exceed ten (10) percent, Bosch has the right to cancel these Standard Terms, the Purchase Order and/or the Order Confirmation on four (4) weeks notice in writing, and the delivery will not be made unless a new price agreement is reached.

3.2 Invoicing. Unless otherwise agreed upon between the Parties in writing or specified in the Order Confirmation, Bosch shall invoice Customer for the price of the Products and/or Services on or at any time after Bosch ships the Products and/or provides the Services. Any invoice errors must be disputed in writing by Customer within thirty (30) days of the invoice date, and are subject to correction by Bosch. Unless otherwise specified in the Order Confirmation, all remittances must be in a single payment in the full amount of the invoices (adjusted for any debit memos) and must be in accordance with the following requirements: (a) wire or electronic fund transfer (referencing the invoice number) and Customer must be the originator of the wire; (b) Customer company check (drawn on company account with company name); or (c) irrevocable letter of credit (referencing invoice number). Third-party checks, bank checks and foreign drafts will be accepted only if approved in advance in writing by an authorized representative of Bosch and must have accompanying documentation that references invoices being paid.

3.3 Payment Terms. Unless otherwise agreed upon between the Parties in writing or specified in the Order Confirmation, Customer shall pay Bosch for Products and/or Services as invoiced by Bosch within thirty (30) days from date of invoice, without offset, counterclaim, holdback, deduction, or discount for early payment. Customer’s failure to pay any undisputed amount when due will be deemed a material breach of these Standard Terms. Undisputed past due amounts will be subject to the maximum

legal rate of interest or one and one-half percent (1.5%) per month, whichever is less. Customer shall pay all costs and expenses incurred by Bosch as a result of non-payment or delinquent payment by Customer, including without limitation collection costs, interest, and reasonable attorneys' fees. When requested by Bosch, Customer must promptly provide Bosch its most current financial statement information. If Customer defaults on any payment obligation to Bosch, or fails to meet Bosch's minimum credit standards, or if Bosch has reasonable doubt as to Customer's credit worthiness, Bosch may in its sole discretion take any of the following actions: (a) refuse, alter or suspend credit terms; (b) require payment by cash in advance or on delivery; (c) suspend production or shipment of the Products and/or delivery or performance of Services; (d) request adequate assurance; and/or (e) pursue any remedies available at law or equity available to Bosch. If Customer becomes delinquent in payment on any Bosch invoice or refuses to accept shipments in accordance these Standard Terms, Bosch will have the right, in addition to all other available rights and remedies, to suspend performance, cancel any or all Purchase Orders, withhold further deliveries, and declare all unpaid amounts for Products previously delivered and/or Services previously performed immediately due and payable. Bosch may cancel or modify Customer's credit terms at any time.

3.4 Set-Off. Customer may not set-off or recoup any amounts due (or that may become due), or are allegedly due from Bosch (or a Bosch Affiliate) to Customer, from its debts or amounts due to Bosch (or a Bosch Affiliate) however and whenever arising.

3.5 Taxes. Bosch's pricing excludes all sales, use, excise, value-added, and other similar taxes, charges and duties (including import and export duties). Customer will be solely responsible for all taxes imposed on Customer based upon applicable governing Law. Bosch agrees that no tax for which a valid exemption exists, based upon applicable governing laws, will be included in the pricing, nor subsequently charged. In order for valid sales and use tax exemptions to exist, Customer agrees to properly document and provide Bosch with applicable sales and use tax exemption certificates when requested by Bosch. Each payment to Bosch shall be made without withholding for any taxes, unless required by Law. Customer shall inform Bosch of any withholding tax obligation on payments due to Bosch under any invoice as soon as Customer becomes aware of such withholding tax obligation. If Bosch believes that it is eligible for exemption from, or reduction of, any U.S. withholding tax (or other withholding or similar tax of one or more other jurisdictions), Bosch shall deliver to Customer a completed, duly executed IRS Form W-9 or Form W-8 (or other appropriate form of all applicable jurisdictions as required under the Law of all applicable jurisdictions) valid through the date of payment. Customer shall pay any withholding tax not eliminated or reduced to the relevant taxing authority. Customer shall promptly deliver to Bosch a certificate evidencing the payment of any such withholding tax. Each Party will solely be responsible for its applicable tax administration based upon the legal responsibility of the tax per applicable Law.

4. DELIVERY AND RISK OF LOSS.

4.1 Delivery Terms. All delivery dates are estimates only. Bosch's only obligation with respect to delivery dates is to make reasonable efforts meet such delivery dates. Unless otherwise agreed upon between the Parties in writing or specified in the Order Confirmation: (a) for Customer pick up from a Bosch named location, all shipping will be CPT (Incoterms 2010) at the Bosch-named location; and (b) for Bosch delivery to a Customer named location, all shipping will be CPT Bosch warehouse dock or Customer's designated consignee. Partial deliveries are permitted. Bosch may deliver Products in advance of the delivery schedule. If, for whatever reason, Bosch experiences Product shortages, Bosch may hold or allocate Products among its customers as Bosch considers appropriate.

4.2 Risk of Loss – Delivery. Risk of loss and title to the Products will transfer upon completion of delivery of the Products per the applicable delivery term specified in Section 4.1 above. Notwithstanding the applicable delivery terms, Bosch will not be liable for any delays, breakage, loss or damage after having made delivery to the first transportation carrier. All claims for loss or damage in transit are to be made by Customer directly to the transportation carrier and the appropriate insurance carrier, if any, for such shipment. No deductions of any kind from the invoice amount shall be made.

4.3 Inspection and Acceptance. Customer will inspect the Products within a reasonable period after delivery, such inspection not to exceed ten (10) business days. All claims for concealed damage as a result of shipping must be made within 60 days after receipt of Product. ("**Product Acceptance Period**"). Products will be presumed accepted unless Bosch receives written notice of rejection from Customer, explaining the basis for rejection within the Product Acceptance Period ("**Acceptance**"). Rejection may be based solely upon the failure of the Products to materially comply with the Specifications through no fault of Customer. All claims not made by Customer in writing as specified above and received by Bosch within the Product Acceptance Period will be deemed waived. Upon receipt of Customer's written notice, Bosch will have the opportunity to inspect, evaluate and test the Product and/or Software at Customer's premises or require Customer to send the Product or adequate samples thereof to Bosch or to a person designated by Bosch for inspection, evaluation and testing. No Product shall be returned to Bosch without Bosch's prior written consent. No inspection or any other actions by third-parties are authorized or will be paid for by Bosch without Bosch's prior written consent. Customer's sole and exclusive remedy, and the entire liability of Bosch and its Third Party Providers for any rightful rejection of the Product during the Product Acceptance Period is, at Bosch's sole option and expense, (a) the repair or replacement of the Product; or (b) a refund equal to the purchase price of the

Product in lieu of any obligation to repair or replace Products and/or Software under this Subsection 4.3. If Bosch reasonably determines that rejection was improper, Customer will be responsible for all expenses incurred by Bosch arising from the improper rejection.

5. INSTALLATION.

5.1 The sale of the Product does not include the installation of Product, unless Customer engages Bosch for such Services.

5.2 Bosch shall not be liable or responsible for (a) any material and equipment not provided by Bosch under these Standard Terms; (b) any acts or omissions of Customer, its employees, agents or contractors; (c) any installations not performed by Bosch; or (d) any damage to or deterioration of the Product after it has been delivered to Customer.

6. LIMITED WARRANTY.

6.1 Product Warranty. With respect to each Product sold by Bosch to Customer hereunder (including Software), Bosch warrants, that, commencing from Acceptance and for one year (the “**Product Warranty Period**”): (a) the Product shall be free from material defects in material and workmanship. This warranty will apply unless Bosch provides a different warranty for the specific Product. For any Product (including Software) breach of warranty claim brought within the Product Warranty Period, Customer shall promptly notify Bosch in writing. Customer’s sole and exclusive remedy and the entire liability of Bosch and its Third Party Providers for breach of warranty within the Product Warranty Period under this Section 6.1 will be, at Bosch’s option and expense: (a) repair or replacement of the Product; or (b) a refund equal to the purchase price (less a reasonable depreciation for use, damages and obsolescence) in lieu of any obligation to repair or replace Products under this provision. To receive the benefits of these remedies: (x) Customer must follow Bosch’s return instructions (as may be detailed in an applicable Bosch RMA policy) to return the Product to Bosch’s service facility at Customer’s own risk and expense; (y) Customer must provide a written explanation of the non-compliance with the warranty set out in this Section 6.1; and (z) Bosch must be satisfied that the claimed non-compliance exists. Bosch shall have the right to request reasonable evidence of and impose reasonable requirements for submission of a warranty claim. Warranty repair or replacement by Bosch shall not extend or renew the applicable Product Warranty Period. Bosch will not be responsible for labor costs of removal or reinstallation of Products. Returned Products that are not defective, that are not subject to warranty coverage as described in this Section 6, or that contain missing or damaged parts, will be returned to Customer at Customer’s sole expense, without credit, repair or replacement. The Product warranty provided under this Section 6.1 is subject to Sections 6.3 through 6.7 of these Standard Terms.

6.2 Services Warranty. Bosch warrants that the Services will be performed in a professional and workmanlike manner, consistent with commercially reasonable standards in the industry. For any breach of warranty under this Section 6.2, Customer must provide a written claim within ten (10) business days after provision of the applicable Services specifying in reasonable detail the nonconformity with such warranty, and Customer’s sole and exclusive remedy and the entire liability of Bosch and its suppliers for breach of warranty under this provision is, at Bosch’s sole option and expense to use commercially reasonable efforts to re-perform the identified nonconforming Services. If Bosch concludes that re-performance of these nonconforming Services is impracticable for any reason, then Bosch will refund the fees paid by Customer to Bosch allocable to those nonconforming Services.

6.3 Outside Warranty and Liability. Customer expressly acknowledges that Bosch is not responsible or liable for: (a) products, software, services, components or systems that Bosch has not supplied; (b) products, software, services, components originating from third parties that are supplied by Bosch under or at the direction of Customer; (c) any end product or software in which the Products or Software are installed or incorporated as a component or subpart; or (d) conditions, changes, alterations, additions or applications to or for Products, Software or Services, unless made or specifically authorized in writing by Bosch. Bosch shall have no liability, obligation or responsibility for components and systems over which Bosch has no control.

6.4 Other Limited Warranties and No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, BOSCH MAKES NO OTHER WARRANTY OR REPRESENTATION TO CUSTOMER, EITHER EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BOSCH SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY OTHER WARRANTIES ARISING FROM OR OUT OF ANY COURSE OF DEALING, USAGE OF TRADE, SPECIFICATION, PROPOSAL, PERFORMANCE OR CUSTOM, AND ANY STATUTORY WARRANTY ON HIDDEN OR LATENT DEFECTS.

6.5 Exclusive Remedy. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THIS SECTION 6 PROVIDES CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS, DAMAGES, LOSS OR INJURIES (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL) BASED ON OR ARISING FROM ANY DEFECT, FAILURE, MALFUNCTION, BREACH OF WARRANTY OR ANY OTHER PERFORMANCE, NONCONFORMANCE OR NONPERFORMANCE OF ANY PRODUCT, SOFTWARE OR SERVICE, WHETHER THE CLAIM IS IN CONTRACT, EQUITY, INDEMNITY, INFRINGEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY) OR OTHERWISE AND HOWEVER INSTITUTED.

6.6 Customer Warranty. Customer warrants that (a) Customer has the corporate power and authority to enter into, and perform its obligations under these Standard Terms; (b) Customer will not make any false, inaccurate, incomplete representation, advertisement or warranty, whether written or oral, to any third party relating to any Products, Software and/or Services, and (c) it will not make a statement or reference related to Bosch without Bosch's express written permission.

6.7 Product Recalls. To the extent Bosch provides a component or a Service that is incorporated into a Customer product or service, the Customer is fully responsible for ensuring the fair and accurate marketing of the product and the safety and performance of its product and service and the need for any customer service action or recall. To the extent that Bosch supplies the Customer with Products that can be utilized and/or installed without further modification, if Bosch believes a recall of the Products is necessary or required by law, Bosch shall give prompt written notice of such need for a recall to Customer and consult with Customer on the actions to be taken by Bosch for such recall. Customer shall promptly provide written notice to Bosch in the event of any Product-related incident such as fire, accident, malfunction causing injury or property damage, which notice shall be accompanied by all information available to Customer related to the such Product. Prior to any recall involving the Products, Bosch shall have the right, but not the obligation, to perform a full investigation, including but not limited to inspection and testing (including destructive testing) of the Products involved. Customer shall give Bosch full support for such investigation. In the event that a recall is determined to be legally required, both Parties agree to negotiate a fair and equitable reimbursement of a share of Customer's direct expenses incurred for such recall. Such allocation shall take into consideration the portion of each Party's responsibility, the Product Warranty Period, the cost of the Products involved, the other causes of the recall and the strength and the nature of the evidence concerning the defect and its causes. **In no event shall Bosch be liable for mark-ups or profit margins normally accruing to Customer, Customer Affiliates or their customers or end customers in the provision of replacement parts, nor for costs of handling, administration, customer inducement or incentives, nor for incidental, consequential or punitive damages (including but not limited to damages caused by standstill, loss of goodwill, lost profits), whether incurred by Customer, Customer Affiliates or their customers and end customers.**

7. INTELLECTUAL PROPERTY RIGHTS/SOFTWARE.

7.1 Intellectual Property Rights – Ownership. As between Bosch and Customer, Bosch exclusively owns and shall retain exclusive ownership of all right, title and interest worldwide, including all inventions (whether patented or not), patent applications and disclosures, patents, design rights, copyrights and copyrightable works (including, but not limited to, the right to reproduce and make copies of an original work, the right to prepare derivative works, the right to distribute copies to the public, the right to public performance, the right to public display and the right to public performance of sound recordings), trademark, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets and all other forms of intellectual property and proprietary rights (collectively, "**Intellectual Property Rights**") in and related to: (a) the Products, Services, and Software and all updates, modifications, improvements and derivatives thereof; and (b) all other ideas, inventions (whether patentable or not), concepts, designs, methods, processes, software (including source code and object code), data (other than Customer Data) and works of authorship authored, developed, conceived or licensed by Bosch or an Affiliate thereof for or in connection with any Products, Software, or the Services. No rights are granted to Customer hereunder other than as expressly set forth herein, and Bosch (and its licensors, where applicable) reserve all rights not expressly granted herein. Customer shall not itself or assist or instruct others to attempt in any way to reverse engineer, copy/reproduce, decompile, disassemble, translate, fragment parts or otherwise obtain or attempt to obtain in any way access to the Software or to the Software's source code provided by Bosch without Bosch's prior written consent, except as required in accordance with Section 7.4 below. Unless expressly agreed in writing by Bosch, Software and Prototypes will be treated as Confidential Information as defined in Section 11.

7.2 Third Party Intellectual Property Rights. To the extent the Products or Services (including, but not limited to, any Software contained therein) contain third party Intellectual Property Rights, Bosch only provides those rights which Bosch has lawfully obtained from such third party. To the extent that Customer provides any software to Bosch or directs Bosch to include any third-party software, Customer shall secure any and all third-party Intellectual Property Rights necessary for Bosch to use such software and Customer shall indemnify Bosch for all costs, expenses and damages caused by Customer's failure to secure the necessary Intellectual Property Rights in such software.

7.3 License Grant. Bosch grants to Customer a limited right for Customer to use the Software as delivered with the Product or Services and in accordance with all Documentation, including without limitation software release letters and software delivery notes, provided by Bosch to Customer. Notwithstanding the foregoing grant, the Software is not sold to Customer. Unless otherwise expressly agreed in writing by Bosch, this Section 7.3 does not include a license or a right to use any new versions, updates, revisions, improvements and modifications (collectively, "**Software Upgrades**") of Software and such Software Upgrades will not be considered part of the Software delivery. Bosch reserves the right to make the availability of Software Upgrades and new releases conditional upon the existence of a valid service agreement between Bosch and Customer. In the event any Software contains a click-through, pop-up or other end-user license agreement (collectively, "**EULA**"), Bosch will notify Customer of such EULA at the time of Software delivery and, upon acceptance of the EULA or use of such Software by

Customer, the terms of the EULA shall control over the terms of these Standard Terms. In the event Customer does not accept the EULA at the time of delivery, Customer shall not use the Product and/or Services, and any use of the Software shall be considered an unauthorized use. To the extent such Product and/or Services contain free or open source software, the OSS-Terms and Conditions (defined below) shall apply.

Subject to Customer's compliance with this Standard Terms, Bosch hereby grants to Customer a limited, non-exclusive license to copy, publish and transmit any Documentation provided to Customer by Bosch with the Product solely for Customer's internal business purposes or in connection with the authorized resale of the Product, and except as required in accordance with Section 7.4 below.

7.4 Open Source Software. To the extent such Product or Services (including, but not limited to, any Software contained therein) contain free or open source software (collectively, "OSS"), such OSS may be subject to separate third-party OSS licensing terms and conditions ("OSS-Terms and Conditions"). Under such OSS-Terms and Conditions, Bosch may be required to provide the OSS-Terms and Conditions to Customer and Customer must comply with all of the applicable OSS-Terms and Conditions and fulfill all corresponding obligations of the applicable OSS-Terms and Conditions, especially if Customer further distributes, publishes or provides the Products or Services through sales or other transfer to third parties (including an end user or customer). Such obligations may include, for example, documentation obligations or obligations to provide the source code of any software in which the OSS has also been integrated. An overview of all OSS-components contained in the Products and/or Services, as well as corresponding license text of the OSS Terms and Conditions (of all originating OSS authors), are part of or are included with Bosch's Documentation, Products and/or Support Service. New or updated Software component versions included in Bosch's Products and/or Services may contain other and/or additional OSS. For such other and/or additional OSS, the same terms and conditions as applicable apply. Customer shall use commercially reasonable efforts to not combine or request Bosch to combine the other any software, goods and/or services (including, but not limited to, any Products, Support Services, or any Software contained therein) with any OSS or other data in any manner, which would result in the other Party's software, goods and/or services becoming subject to the terms of an OSS license. For any software provided to Bosch by or on behalf of Customer, Customer shall disclose in writing a list of all applicable OSS -Terms and Conditions, and third party software included in such software, at the time of delivery of such software to Bosch. Customer shall indemnify Bosch for all costs, expenses and damages caused by Customer's failure to disclose OSS-Terms and Conditions and/or third party license terms in software provided by Customer, directed by Customer or on behalf of Customer.

7.5 Customer Feedback. If Customer provides any ideas, suggestions or recommendations to Bosch regarding the Products, Software and/or Services ("Feedback"), Customer, on behalf of itself and its Affiliates and their customers and end customers, hereby grants to Bosch and its Affiliates a non-exclusive, irrevocable, paid-up, royalty-free, perpetual, worldwide license under and to all of Customer's rights and interests that are incorporated in any Feedback to make, have made, use, sell, offer to sell, import, reproduce, display, perform or distribute any Bosch Products, Software and/or Services and such Feedback.

8. Data Protection and Privacy.

8.1 Customer Data. Customer represents and warrants that: (a) all Customer Data it provides to Bosch hereunder is owned by Customer or Customer has the right to provide such Customer Data to Bosch for use by Bosch in connection with these Standard Terms; and (b) any authorized Processing of Customer Data by Bosch does not and will not violate or infringe the intellectual property, privacy or publicity rights of any third party, or any applicable data privacy and security Laws.

8.2 License to Customer Data. Customer hereby grants to Bosch the right to use the Customer Data for the purposes of Processing such Customer Data in conjunction with the Products, the Software, or Services, and/or performing all other obligations of Bosch under these Standard Terms. In addition, Customer hereby grants to Bosch a limited, non-exclusive, perpetual, irrevocable, royalty-free, non-transferable, worldwide license to use, and sublicense to Affiliates, agents, consultants and subcontractors within the same scope, the Customer Data, for the following purposes (a) to improve and enhance the Products, the Software and/or Services and for other development, diagnostic and corrective purposes in connection with the Products, the Software, and/or Services; (b) the investigation of any accidents or claims related to a defect, failure, or alleged defect or failure of Bosch's Products or the Software; (c) the defense of any claim against Bosch brought by Customer or any third party; and (d) any other purpose as mutually agreed in writing between the Parties.

9. INDEMNIFICATION.

9.1 Indemnification – Bosch. Except as set forth below in Section 9.2 and 9.3, Bosch will defend any third party lawsuit or action against the Customer based on a claim that the Product, Software or Services as delivered by Bosch directly infringes a valid U.S. patent or copyright, and indemnify Customer for any final judgment assessed against Customer resulting from such lawsuit, provided that Customer: (a) promptly notifies Bosch at the time it is apprised of the third-party claim; (b) provides any and all relevant materials and information related to the claim to Bosch; (c) cooperates and provides Bosch with reasonable assistance for the defense and disposition of the claim; and (d) gives Bosch exclusive control over the defense and resolution of the claim, using counsel of Bosch's choice. Without Bosch's prior written consent, Bosch will not be responsible for: (x) any

compromise or settlement made by Customer; and (y) any defense fees or costs incurred by Customer or any expenses incurred by Customer for itself or on Bosch's behalf.

9.2 Infringement Remedy. Subject to Section 10 of these Standard Terms, if a Product, Software or Services is held to constitute infringement or its use is enjoined, Bosch may, at its sole option and expense, and as Customer's sole and exclusive remedy: (a) procure for Customer the right to continue using the Product, Software or Services; (b) replace the Product, Software or Services with a similar non-infringing product, software or service; (c) modify the Product, Software or Services, or any portion thereof, so that it is non-infringing; or (d) accept return of the Product or Service and/or terminate Customer's rights to use or make use of the Products, Software or Services, and grant a Customer credit for the purchase price paid for the Products, Software or Services, less a reasonable depreciation for use, damages and obsolescence as applicable. In the event that Bosch believes that any of the Products, Software or Services may be subject to a claim of infringement, Bosch reserves the right at its sole discretion to stop delivering or providing Customer access to the Products, Software or Support Services, and such stoppage will not be considered a breach by Bosch of these Standard Terms. **THIS SECTION 9.2 STATES BOSCH'S ENTIRE LIABILITY, CUSTOMER'S SOLE RECOURSE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT. ALL WARRANTIES RELATED TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, ARE HEREBY DISCLAIMED.**

9.3 Limitation on Infringement. Bosch will have no obligation or liability under this Section 9 to the extent that any claim for infringement arises out of or results from any of the following: (a) Customer's designs, changes, drawings or specifications; (b) Products, Software, or Support Services used other than for the purpose for which Bosch intended; (c) combining any Product, Software, or Services with any article, component, hardware, system or software not provided by Bosch; (d) Customer's failure to promptly update any Software previously provided by Bosch or a third-party on its behalf; (e) the implementation of Standardized Technologies into the Product, Software, or Services, to the extent Bosch's indemnification obligation under this Section 9 stems from Standardized Technologies; (f) the application or use of any Products, Software or Services, which fail to comply with the specification or other written instruction from Bosch; or (g) any alteration, customization or other modification of the Product, Software or Services other than by Bosch. For the purposes of these Standard Terms, "**Standardized Technologies**" means technical specifications or functions: (i) adopted by a standards organization (e.g. ETSI or IEEE), or (ii) defined by research institutes, industrial companies or market participants to ensure technical conformity or compatibility, or (iii) established by common practice in a particular field)

9.4 Indemnification – Customer. Customer shall, at Customer's sole expense, indemnify, defend and hold Bosch and its Affiliates, and their respective owners, shareholders, members, managers, directors, officers, employees, representatives, agents, subcontractors, contractors, successors and assign (collectively, "**Bosch Indemnified Parties**") harmless against all losses, claims, liabilities, damages, causes of action, judgments, settlement payments, interest, awards, penalties, fines, costs and expenses (including without limitation reasonable court costs, reasonable attorneys' fees, and arbitration, mediation and expert fees and any recall costs and expenses) arising out of or relating to Customer's or Customer's Affiliate's, or their subcontractor's, supplier's, integrator's, end customer's or representative's: (a) negligent act or omission or willful misconduct; (b) breach of these Standard Terms or violation of applicable Law; (c) misuse or improper installation, storage, maintenance or use of the Products or Software; (d) incorporation of the Products, or Software into another product or service; (e) changes, alterations or additions to Products, Software, or Services; or (e) Customer's relationship with any end user customer, including any dispute with an end user. Customer shall indemnify, defend and hold Bosch Indemnified Parties harmless to the same extent and subject to the same restrictions as set forth above in Bosch's obligations to Customer for any suit against any Bosch Indemnified Party any claim for infringement, which arises out of or results from any of the following: Sections 9.3(a), (b), (c), (d) or (e), (f) or (g). Customer will be entitled to control the defense of such claim for which it is providing indemnity to any Bosch Indemnified Parties pursuant to this Section 9.4. At Customer's expense, Bosch will reasonably cooperate in the defense of the claim, including but not limited to promptly furnishing Customer with all relevant information within its reasonable possession or control. Bosch may participate in the defense at its own expense and through counsel of its choosing. Customer shall not admit liability or enter into any settlement without the prior written approval of Bosch.

10. LIMITATION ON LIABILITY AND REMEDIES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE STANDARD TERMS AND EXCEPT FOR BOSCH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOSCH AND ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, CONTRACTORS, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGES: EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST SALES, LOSS OR CORRUPTION OF DATA, LOSS OF PRODUCT USE, LOSS OF BUSINESS, LOSS OF GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED

EQUIPMENT, LOSS OF REPUTATION, LOSS OF DATA, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, OR CLAIMS OF CUSTOMER'S END USER CUSTOMERS, FOR SUCH DAMAGES OR LOSSES), EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL BOSCH'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THESE STANDARD TERMS AND CONDITIONS OF SALE, WHETHER UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE, EXCEED THE LESSER OF: (I) THE TOTAL AMOUNTS PAID BY CUSTOMER TO BOSCH FOR THE PRODUCT GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING NOTICE OF THE CLAIM, OR (II) \$500,000 USD.

THE LIMITATIONS OF LIABILITY CONTAINED IN THESE STANDARD TERMS ARE A FUNDAMENTAL PART OF THE BASIS OF BOSCH'S BARGAIN HEREUNDER AND BOSCH WOULD NOT ENTER INTO THESE STANDARD TERMS ABSENT SUCH LIMITATIONS. Bosch's rights and remedies set forth herein shall be in addition to any legal or equitable right or remedy available to Bosch. No waiver of any of Bosch's rights or remedies shall be effective without Bosch's express written consent.

11. CONFIDENTIAL INFORMATION.

11.1 Confidentiality Definitions. Any non-public technical, financial or business information, trade secrets, content, or any other information provided by one Party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") directly or indirectly, orally or in writing that is: (a) marked confidential or proprietary, or (b) given the nature of the information or the circumstances surrounding its disclosure, reasonably should be deemed confidential ("**Confidential Information**") shall be held in confidence by the Receiving Party, not disclosed, and not be used by such Party except to the extent necessary to carry out its obligations or express rights hereunder, except as otherwise authorized by the Disclosing Party in writing. Confidential Information includes, but is not limited to these Standard Terms, Purchase Orders, Quotations, and any other agreements between Bosch and Company relating to, and any information and data concerning the Products, Software and the Services. The Disclosing Party or its licensors retain all right in such Confidential Information.

11.2 Obligations. The Receiving Party will use Confidential Information only in connection with its performance under these Standard Terms or any Quotation related thereto. The Receiving Party shall use the same degree of care to avoid any disclosure or use of the Confidential Information as it uses for its own confidential, proprietary and trade secret information, but in no case use less than a reasonable degree of care. The Receiving Party agrees to limit disclosure of Confidential Information to employees, contractors or agents and employees, contractors or agents of Affiliates having a specific need to know such Confidential Information in furtherance of its performance under these Standard Terms.

11.3 Exceptions. The confidentiality obligations under this Section 11 do not apply to any information that: (a) is generally known, or readily ascertainable by proper means, by the public other than through the Receiving Party's fault; (b) was known by or in the possession of the Receiving Party or its Affiliate at the time of disclosure as shown by the Receiving Party's and/or its Affiliates' files and records prior to the time of disclosure, other than as a result of any improper act or omission of the Receiving Party or its Affiliate; (c) is rightly received by the Receiving Party from a third-party not subject to any nondisclosure obligations with respect to the Confidential Information; or (d) is independently developed by an employee, agent or consultant of the Receiving Party or its Affiliates without reference to or use of the Disclosing Party's Confidential Information.

11.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent it is requested, ordered or required by a regulatory agency or any other government authority or a court to do so; provided the Receiving Party promptly notifies the Disclosing Party of such request, order or requirement (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information. If such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that is legally required and use commercially reasonable efforts to obtain assurance that confidential treatment shall be accorded the Confidential Information.

11.5 Reproduction and Return of Confidential Information. The Confidential Information provided by the Disclosing Party shall not be copied or reproduced without the Disclosing Party's prior written consent, except for such copies as may reasonably be required by the Receiving Party for its performance of its obligations under these Standard Terms. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party (or its designees) all Confidential Information received from the Disclosing Party or certify that it has destroyed all Confidential Information, in whatever form, including written or electronically recorded information and all copies thereof (other than copies retained in automatic back-up and archive systems). Notwithstanding the foregoing, the Receiving Party shall be entitled to retain one copy of the Confidential

Information with its legal counsel or other appropriate corporate representative to evidence the exchange of information hereunder and in connection with legal or statutory requirements. All such retained copies shall be subject to the use and disclosure restrictions set forth in this Section 11 for so long as the Confidential Information is retained.

12. TERM AND TERMINATION.

12.1 Termination for Breach. Either Party may terminate these Standard Terms, a Purchase Order or an accepted Quotation: (a) upon material breach of any material term of these Standard Terms by the other Party which is not remedied within thirty (30) days after written notice of such breach is issued by the non-breaching Party; or (b) if a Party becomes insolvent or makes an assignment for the benefit of creditors, or such Party institutes any voluntary proceeding under bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of the Party's property, then termination shall be automatic and immediate; however, in the event any such proceeding is initiated by a third-party against such Party, termination shall be automatic if such proceeding is not dismissed or cured by the Party within thirty (30) days after the filing thereof. Upon termination, all rights, licenses, consents and authorizations granted by a Party hereunder will immediately terminate, other than those expressly specified to continue after termination. The rights of termination provided herein are not exclusive of other remedies that Bosch may be entitled to under these Standard Terms or in law or equity.

12.2 Payment upon Termination. In no event will termination relieve Customer of its obligation to pay any fees payable to Bosch for the period prior to the effective date of termination.

12.3 Surviving Provisions. Any provision of these Standard Terms that contemplates or governs performance or observance subsequent to termination or expiration shall survive the expiration or termination of these Standard Terms for any reason.

13. MISCELLANEOUS PROVISIONS.

13.1 Posting Through Bosch Website. Bosch may modify these Standard Terms from time to time by posting revised Standard Terms to Bosch's Website at www.bosch-thermotechnology/us.com (as revised from time to time, the "**Updated Standard Terms**"). Such Updated Standard Terms shall apply to all Purchase Order or Quotation revisions/amendments and new Purchase Orders or Quotations issued on or after the effective date of such Updated Standard Terms.

13.2 Waiver. No waiver of any of provisions of these Standard Terms shall be effective unless agreed to in writing signed by Bosch. No oral agreement, course of performance or other means other than such written agreement signed by both parties expressly providing for such waiver shall be deemed to waive any provision of these Standard Terms.

13.3 Compliance with Applicable Law. Each Party shall, at its sole cost and expense, comply with all applicable Laws and other requirements relating to or affecting these Standard Terms, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export and transshipment) and/or Software.

13.4 Interpretation and Headings. No provision may be construed against Bosch as the drafting Party. Section headings are for convenience or reference only and will not affect the meaning or interpretation of these Standard Terms.

13.5 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and, for (a) Notices sent to Bosch, addressed to Bosch Thermotechnology Corp. 65 Grove Street, Watertown, MA 02472; ATTN: Legal Department, and (b) Notices sent to Customer, addressed to the address set forth for the Customer on the face of the Purchase Order, in each case as such address may be updated from time to time by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Standard Terms, a Notice is effective only (x) upon receipt of the receiving party, and (y) if the party giving the Notice has complied with the requirements of this Section.

13.6 Force Majeure. In the event either Party is unable to fully perform its obligations hereunder (except for Customer's obligation to pay for Products, the Software and/or Services ordered) due to events beyond its reasonable control, that by their nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to labor strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, earthquakes, natural disasters, tariffs, embargoes, explosions, riots, acts of terrorism or sabotage, malicious damage, wars, electronic viruses, worms or corrupting microcode, or court injunction or order, shortage of supply or delay in delivery by Bosch's vendors, breakdown of plant or machinery, default of suppliers or sub-contractors, inability to obtain or secure: power, material, labor, transportation and equipment (collectively, "**Force Majeure Event**"), that Party shall be relieved of its obligations to the extent it is unable to perform. Timely notice of such inability to perform shall be given to the other Party. In the event of Bosch's inability to perform due to a Force Majeure Event, Customer shall be entitled to reduce its purchase obligations towards Bosch by the quantities purchased from other

sources, but shall not have the right to terminate this Agreement. Upon a Force Majeure Event, Bosch shall have the right to allocate its inventory of Products to customers as determined by Bosch in its sole discretion.

13.7 Assignment. Neither Party may assign any rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. An internal corporate reorganization, which does not result in a change of control or beneficial owner, shall not be deemed an assignment under this provision.

13.8 Relationship of the Parties. Customer and Bosch are independent contracting Parties and nothing hereunder or in the course of performance of these Standard Terms shall grant either Party the authority to create or assume an obligation on behalf or in the name of the other Party, or shall be deemed to create the relationship of agency, joint venture, partnership, association or employment between the Parties.

13.9 Severability. In the event that any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction or by an arbitration panel in accordance with Section 13.10 below, the validity and enforceability of the remaining provisions shall not be affected, and in lieu of such provision, a provision similar in terms as is legal, valid and enforceable shall be added hereto.

13.10 Dispute Resolution; Governing Law. These Standard Terms, the Quotation 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. Bosch and Company acknowledge that these Standard Terms, the Quotation, and/or Purchase Order evidence a transaction involving interstate commerce. Bosch and Company shall first endeavor to resolve through good faith negotiations any dispute arising under or related to these Standard Terms or with respect to the Products, the Software or the Services. If a dispute cannot be resolved through good faith negotiations within 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 these Standard Terms (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach or termination thereof) or the Products, the Software or the Services 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 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 by the arbitrators where necessary to preserve confidentiality. Each Party shall bear its own fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrator, unless the arbitrators find the claims to have been frivolous or harassing. 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, its counsel, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

13.11 Limitation Period. Except as provided in this Section 13.11, all claims must be made within the period specified by applicable Law. If the law allows the Parties to specify a shorter period for bringing claims, or the law does not provide a time at all, the claims must be made within eighteen (18) months after the cause of action accrues.

13.12 Export Control. Activities undertaken by either Party pursuant to these Standard Terms shall at all times be consistent with all import and export and national security laws or regulations of the United States and any applicable foreign agency or authority. Neither Party shall import, export or re-export, or authorize the export or re-export of any product, technology, or information that it obtains or learns hereunder, or any copy or direct product thereof, in violation of any of such laws or regulations without the required license or approvals required thereunder.

13.13 Government Contracts. If Products, the Software and/or Services are purchased under a government contract or sub-contract, Customer shall promptly notify Bosch of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products, the Software and/or Services ordered. If compliance with such provisions increases Bosch's costs or liability, or encumbers any Bosch Intellectual Property Rights, Bosch shall be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate these Standard Terms and/or the applicable Purchase Order, in which case Customer shall be responsible for all costs incurred by Bosch prior to such termination.

13.14 Entire Agreement. Terms and conditions proposed by Company that are different from or in addition to the provisions of these Standard Terms are hereby expressly rejected by Bosch and are not a part of these Standard Terms, any Purchase Order or accepted Quotation, and Company's acceptance is expressly limited to the terms of this Standard Terms. These Standard Terms and all other agreements incorporating these Standard Terms constitute the entire agreement between Bosch and Company with respect to the matters contained herein/therein and supersede all prior or contemporaneous oral or written agreements, representations and/or communications. These Standard Terms may be modified only by an amendment issued by Bosch.