

Sales Terms and Conditions for Motorsport Products

For use in legal transactions with entrepreneurs, public law legal entities and public law special funds.

1. Scope of validity

- 1.1 Our deliveries shall exclusively be governed by the terms and conditions set forth hereunder as a supplement to the General Terms and Conditions of Bosch Engineering GmbH (hereinafter referred to as “Terms and Conditions”). Terms and conditions opposing or deviating from our Terms and Conditions shall not apply unless we have expressly agreed to their applicability. The following Terms and Conditions shall also apply if, notwithstanding our knowledge of deviating or opposing terms and conditions of the customer, we unconditionally perform delivery to the customer.
- 1.2 The following conditions are valid for the supply of various products to be used by our customers (“Buyer”) in motorsport vehicles, including mass products for road vehicles out of serial production, modifications thereof and products especially developed and designed in accordance with the Buyer’s specifications.
- 1.3 Buyer hereby acknowledges that mass products for road vehicles are not designed to meet all of the requirements and demands of motor racing.
- 1.4 Buyer further acknowledges that modified mass products or products specially developed and designed in accordance with Buyer’s specifications or other products for use in the realm of motor racing (“Products”) cannot be tested to the same degree as mass products for road vehicles and that production is not in every case conducted in accordance with well-known and secured processes.
- 1.5 Furthermore the use in the realm of motor racing leads to early wear, since the Products are designed with a focus on race performance and not on endurance.

2. Territorial validity

The above provisions shall apply irrespective of where the Products delivered by us are used.

3. Use of Products

- 3.1 Products are designed to be used by professionals and require a profound knowledge of automotive engineering and motor racing. The use of our Products may be dangerous and it is explicitly prohibited for consumer to use them.
- 3.2 Buyer undertakes to use the products only in the realm of motor racing and not in general road traffic.
- 3.3 We assume no responsibility for the admissibility of these Products in public general road traffic and we strongly advice against the use of our Products in public general road traffic.
- 3.4 Should a product be used in public general road traffic, we will grant no warranty or liability whatsoever for damages/injuries incurred.

4. Warranty

- 4.1 These Products are designed for race performance, with reduced durability and stability. The extreme wear in a racing environment may result in malfunction.
- 4.2 Our warranty covers only defects that existed at the time of delivery. These defects will at our option be replaced or repaired. The warranty does not cover defects that occur due to the use in a motor sport environment.
- 4.3 Insofar as modified mass products out of serial production or specially designed products are concerned, we shall not assume any warranty that such products display the features –

particularly for use in motor racing - requested and/or expected by Buyer.

- 4.4 We are only liable to pay damages and compensation of abortive expenditures in case of wilful misconduct or gross negligence. In no event shall we be liable for any consequential or indirect damages or for lost profits, however caused.

5. Liability

In the event that a third party be injured as a result of a defective product (error in design, production or instruction), Buyer shall indemnify and hold us harmless from and against any resulting third party claims - irrespective of the legal grounds for such claims - including any costs necessary for legal defence.

6. Effectiveness

In the event that any provision hereof be or becomes invalid, the validity of the remaining provisions shall not be affected thereby. Any invalid provision shall be replaced by that valid provision which most closely corresponds to the original intention or economic purpose of the invalid provision.

7. Miscellaneous

- 7.1 If one of the provisions of these Terms and Conditions and the further contracts reached should be or become ineffective, this shall not affect the validity of the remainder of the Terms and Conditions. The contracting parties are obliged to replace the ineffective provision by a ruling approximating most closely the economic success intended by the ineffective provision.
- 7.2 The courts of Stuttgart (for proceedings at the court of first instance, the district court in 70190 Stuttgart), or, at our discretion, if the customer is,
 - (i) a registered merchant or
 - (ii) has no general domestic place of jurisdiction or
 - (iii) has moved its domicile or normal place of abode abroad after entering into the contract or if its domicile or normal place of abode is unknown,
 the courts with jurisdiction at the registered office of the operating facility carrying out the order, shall have jurisdiction and venue.
 We are also entitled to take legal action at the court having jurisdiction at the registered office or a branch office of the customer.
- 7.3 All legal relationships between us and the customer shall be exclusively bound by and construed in accordance with the laws of the Federal Republic of Germany excluding the rules on the conflict of laws and the United Nations Convention on the International Sale of Goods (CISG).
