

# 5. Utilisation Regulations

## 5.1 General Conditions of Use



April 2017

### GENERAL BUSINESS CONDITIONS OF ROBERT BOSCH GMBH FOR GROUNDS, BUILDINGS AND FACILITIES OF THE BOSCH PROVING GROUND

#### 1. Validity

Applicable to business dealings with companies, legal persons under public law and separate estates under public law.

(1) These General Conditions of Use shall apply in conjunction with the Rules of Use of Robert Bosch GmbH (hereinafter referred to as "Bosch") for its Boxberg Proving Ground for all contractual relationships involving the use of grounds, buildings and other facilities of the Boxberg Proving Ground in Boxberg-Windischbuch, Robert-Bosch-Straße, (hereinafter referred to as the "Object of Use") by a User.

(2) Conditions that differ from or are contrary to the provisions herein shall not apply, unless their validity has been expressly agreed by Bosch. The terms below shall also apply if Bosch renders the performance without reservation in the knowledge of terms of the customer that differ from or are contrary to the terms herein.

(3) Cost estimates are not binding, unless otherwise expressly agreed.

(4) These conditions shall apply to present and also all future use until such time as new terms and conditions come into force.

#### 2. Object of Use; Nature of Use; Exercising the Right of Use

(1) In accordance with an agreement to this effect, Bosch or its agent shall entrust the Object of Use to the User for the performance of test drives with passenger cars, commercial vehicles and motorcycles (hereinafter referred to as "Vehicles"), within the scope of the User's application as confirmed by Bosch. Instructions issued by Bosch or its agents shall be observed without qualification.

(2) The User has no right to sole use, to be granted sole right of use and/or to be granted a particular period of use, unless exclusive use is agreed. The scope and period of use shall be determined exclusively by Bosch in its confirmation of the application submitted by the User. The right of use may not be exercised without confirmation of an application. The User may only permit his employees and/or persons appointed for

particular test drives to exercise his right of use when such persons have been expressly named to Bosch or its agent in writing in good time before the commencement of the vehicle tests. Bosch is entitled to cancel the confirmation of use in the event of an urgent need to use the facilities itself, or even in the case of agreed sole use by the User, to share use of the Object of Use. In cases such as this, Bosch shall offer the customer a suitable alternative date.

(3) Use of the Object of Use takes place at the User's own risk. Bosch has no duty to make the Object of Use safe for the User or for any other persons named by the User in the application or by any other means. This does not affect Bosch's liability in accordance with Item 6.

(4) The User shall handle the Object of Use with care and advise Bosch or its agent immediately in respect of any damages to the Object of Use. The User is not permitted to make structural changes to the Object of Use.

(5) Bosch's agents, employees or other appointed persons shall be entitled to enter the premises of the Object of Use at any time.

(6) The right of use may only be exercised within the framework and in compliance with the respective applicable Rules of Use.

(7) It is the responsibility of the User to procure any official licenses required for exercising his right of use. Should Bosch or its agent take on the procurement of such licenses on behalf of and for the benefit of the User, the User shall bear the costs thereof. The User shall fulfil any obligations connected with such licenses himself.

#### 3. Transferability of Rights and Entitlements

The rights and entitlements granted to the User are non-transferable. The User is not permitted to grant subordinate rights of use to third parties, or to entrust use of the Object of Use to third parties. This ruling does not apply when the Object of Use is entrusted to persons designated in the application.

#### 4. Billing; Terms of Payment

(1) The User shall pay for the use of the Object of Use in accordance with the price list that was valid upon his application. This payment does not include the valid turnover tax. Use of the facilities shall be invoiced monthly or when use is complete. Unless otherwise agreed in writing, payment shall take place within 15 calendar days of the date of invoice without any deductions for prompt payment. In the event of delayed payment, Bosch shall be entitled to demand interest on arrears to the amount accorded by law. Claims for further damages are not precluded.

(2) Any cancellation costs for external services ordered from third parties by Bosch or its agent on behalf of the User (in particular, driving safety courses, driving demonstrations) shall be invoiced by Bosch or its agent to the User.

#### 5. Liability for Defects

(1) The Object of Use is entrusted to the User without any liability on the part of Bosch for defects or suitability of the same for the purposes intended by the User or for use in accordance with the contract.

(2) Bosch is under no obligation to undertake measures of any kind for the preparation, repair, maintenance or upkeep of the Object of Use for the purpose of the User's exercise of his right of use. The Object of Use shall be entrusted to the User in the condition and scope in which it is at the commencement of the period of use.

(3) In all other respects, claims for damages and for compensation for expenses asserted by the User shall be governed solely by the terms of Item 6.

#### 6. Liability

(1) The User shall be liable for personal injury, damage to property (in particular, contamination of the soil, the ground air, ground water or structures of any kind with pollutants) inflicted on the Object of Use or on any parts of the Boxberg Proving Ground not subject to the User's right of use, by the User or by persons exercising his right of use. He shall likewise be liable for resulting consequential or indirect damages in accordance with the law. The same applies to violations of the Rules of Use. The User shall indemnify Bosch against liability for any expenditure arising in this connection.

(2) Bosch shall be liable for damages and compensation of futile expenses within the meaning of § 284 of the German Official Federal Gazette (hereinafter referred to as "Damages") as a result of the violation of contractual or non-contractual obligations only

- (i) in the case of intent or gross negligence
- (ii) in the event of death, injury or damages to health caused intentionally or through gross negligence
- (iii) in the event of violations of important contractual obligations with intent or through gross negligence
- (iv) on the basis of other mandatory liability enforced by law.

Damages awarded for the violation of important contractual obligations within the meaning of Para. 2 (iii) shall be limited to foreseeable damages typical for this contract, however, unless subject to the terms of Para. 2 (i), (ii) or (iv).

(3) The above provisions do not involve a change of the burden of proof to the disadvantage of the User.

#### 7. Conclusion and Proof of Insurance Contracts; Release from Liability

(1) Use of the Object of Use with vehicles shall be conducted on the assumption that the User has taken out motor insurance for these vehicles with a minimum insured sum of EUR 50 million overall. The User may at his discretion insure the vehicles against damages, whatsoever the cause, during their usage. Bosch shall be liable solely within the framework and scope of the preconditions contained in Item 6.

(2) Furthermore, in the case of commercial events or test drives serving this purpose, steps must be taken to ensure that the User has taken out comprehensive manufacturer's/organizer's liability insurance with a minimum insured sum of EUR 5 million for personal injury, damage to property and pecuniary losses and with coverage of environmental damage.

(3) Prior to the conducting of test drives/events, Bosch or its agent shall, on request, be furnished with proof that the insurance policies cited in Items 7 (1) and 7 (2) have been taken out, in the form of a copy of the insurance certificate or similar documents.

(4) Bosch or its agent shall be entitled to deny the right to perform test drives or events until it has received proof of sufficient insurance coverage under the terms of this contract. In this case, no claims for damages (due to delays, in particular) shall be permitted.

(5) The User hereby releases Bosch or its agent from all claims by third parties, which can be asserted against it as the operator of the Proving Ground due to causes for which the

User, his employees, other persons employed by him, other third parties contracted by him or participants in events are responsible. This shall also apply in the event that the Customer is able to claim on his insurance policy for an incident incurred by Bosch or its agent. In this case, the insurer shall be deemed to have agreed a waiver of recourse in favour of Bosch or its agent.

## 8. Waste Disposal

(1) Insofar as waste (in particular, worn tires, used oil) is created within the framework of use of the Object of Use, the User shall recycle or remove such waste at his own cost in accordance with the terms of the German Waste Management Law, unless otherwise specified in writing by the parties to the contract.

(2) The recycling or removal of waste may – following a prior written agreement – also be effected in return for payment by Bosch or its agent.

(3) In the event that the User does not fulfil his obligations to remove or recycle waste under the terms of Item 8 (1) and Bosch or its agent has received no order in this respect, Bosch reserves the right to perform this work for the User. The resulting costs shall be invoiced to the User.

## 9. Force Majeure

(1) In the event of force majeure or other disturbances for which Bosch is not responsible – e.g. war, terrorist attacks, industrial disputes, closure of the testing ground or individual test routes – the agreed periods for the rendering of the performance shall be extended accordingly.

(2) Furthermore, if Bosch is unable to render the performance for more than five days as a result of the circumstances named in Item 9 (1), it shall be entitled to withdraw from the contract. Services rendered by Bosch until such withdrawal shall be remunerated.

(3) Claims for damages on the part of the User asserted on the basis of circumstances named in Item 9 (1) are not permitted.

## 10. Secrecy

All commercial or technical information and data originating from Bosch, as long as and insofar as they are not demonstrably public knowledge, shall be kept secret from third parties and may only be made available in the User's own business to persons who are required by necessity to make use of them and who are also under obligation of secrecy. Such information and data shall remain the exclusive property of Bosch. Information and data of this nature shall not be

reproduced or employed for commercial purposes without Bosch's prior written consent. All information and data originating from Bosch (including any copies or recordings that have been produced) shall be returned to Bosch or destroyed immediately and in their entirety at Bosch's request.

Bosch disposes of all rights in respect of the above-mentioned information and data.

## 11. Other Terms and Conditions

(1) Amendments and additions to these terms and conditions shall require the written form in order to take effect. Additional verbal agreements shall be null and void.

(2) In the event that a provision in these conditions and the respective associated agreements is or becomes ineffective, the validity of the remaining terms and conditions shall not be affected. The parties to the contract are under obligation to replace the ineffective provision with a regulation that is as equal as possible to the original provision in terms of economic success.

(3) The place of jurisdiction is Stuttgart.

(4) All legal relationships between Bosch and the User shall be subject to German law to the exclusion of the conflict of law's provisions.