

General Terms and Conditions for the Provision of Training Services

1. General Provisions

- 1.1 Bosch Engineering training services shall exclusively be governed by these General Terms and Conditions for the Provision of Training Services (hereinafter referred to as „Training Conditions“), unless we have expressly agreed otherwise in writing.
- 1.2 Training services may be offered either in the form of Seminars, which are customarily conducted on premises provided by Bosch Engineering (hereinafter referred to as “Seminar”), or in the form of customer-specific training classes that are exclusively conducted for the benefit of participants delegated by a specific customer (hereinafter referred to as „Customer Training”). The Training Conditions shall be applicable regardless of the location of the respective training and/or of the organizing company.
- 1.3 Unless we have expressly agreed to their applicability, Customer’s general terms and conditions shall not apply (even if we have not explicitly objected to their applicability).
- 1.4 Oral agreements must be confirmed by us in writing to be valid. Changes to a contract shall also require written form. The same shall apply with respect to changes made to the requirement of written form.

2. Seminar Registration/Cancellation

- 2.1 Registrations for Seminars may be made via the online form on the Bosch Engineering website or in writing, e.g. by mail or e-mail. Registrations via telephone cannot be considered. In the case of Seminars with a limited number of participants, registrations will be considered in the order in which they are received.
- 2.2 A registration shall bear the name of the participant.
- 2.3 A replacement participant may be named at any time up to the Seminar start date.
- 2.4 To become binding, a registration must be confirmed by us in writing.
- 2.5 A Seminar registration can be canceled at no charge by Customer in writing (by mail or e-mail) up to 28 days prior to the respective Seminar date. In the case of a cancellation of a registration by Customer at a later time or in the event of non-attendance without cancellation, Bosch Engineering shall be entitled to charge the full Seminar fee.
- 2.6 Seminar fees shall not be refunded in cases of partial Seminar attendance.

3. Ordering Customer Training

- 3.1 Offers for Customer Trainings will be made on the basis of Customer’s request stating the number of desired participants, training contents and training location.
- 3.2 Offers for Customer Trainings always refer to a specific number of participants. If the maximum number of participants stated in the offer is exceeded, we shall be entitled to charge a prorated training fee for the number of participants exceeding the maximum number stated in the offer.
- 3.3 Orders for Customer Trainings assume a valid offer. Orders shall be made in writing (by mail or e-mail).
- 3.4 Once booked, Customer Trainings may be canceled by Customer in writing (mail or e-mail) at no charge up to 28 days prior to the respective training start date. In the event of a later cancellation we shall be entitled to charge the full training fee.

4. Customer’s Obligation to Cooperate

- 4.1 In the event of Customer Trainings conducted on Customer’s premises, Customer shall be responsible for the provision of the infrastructure required for the performance of such Customer Training (e.g. allocation of classrooms, sufficient number of workstation computers, including required software, video projector, flip chart/whiteboard, and ancillary technical equipment). Such infrastructure shall be provided without charge.
- 4.2 Unless the nature of the services provided by Bosch Engineering or a prior agreement with Customer states otherwise, Customer implement and conduct all necessary measures to ensure fulfillment of public safety obligations. In the event that the required infrastructure is not allocated or required public safety measures were not implemented/ conducted, we shall be entitled to refuse to conduct the Customer Training. In this case, we shall, however, be entitled to charge the agreed training fee.
- 4.3 In the case of Customer Trainings, Customer shall name a designated contact person who will be in charge of all organizational issues related to the performance of the training, and who will be available for the entire duration of the day of the Seminar.

5. Seminar/Training Fees and Payments

- 5.1 Unless otherwise agreed, invoicing of Seminar fees shall be based on the list prices in effect at the time of the performance of the training services, plus value-added tax (VAT).
- 5.2 Training fees include the participation in the Seminar/attendance at the Customer Training and the training materials handed over to the participants. In the case of Seminars conducted on Bosch Engineering premises, the scope of services includes the usage of the technical equipment provided for learning purposes, as well as refreshments during breaks.
- 5.3 In case of Customer Trainings, travelling time and travelling expenses of the trainer shall be invoiced in addition as incurred.
- 5.4 Seminar participants’ possible costs for travel and accommodation are not included in the services provided by Bosch Engineering and must be borne by the participants themselves.
- 5.5 We reserve the right to modify our prices appropriately if costs rise after a contract has been entered into, in particular due to changes in wage costs, e.g. in response to collective bargaining agreements, or to changes in the price of materials, provided an interval of more than four (4) months elapses between the date of contract signing and service provision. We shall provide proof of such changes to Customer upon request. Except as otherwise agreed upon in writing, invoices shall be due upon issuance of the invoice. Payment shall be effected within 30 days of the invoice date without deduction. In the case of late payment, we shall be entitled to charge default interest at the statutory rate. Our right to claim additional damages shall remain unaffected.
- 5.6 We shall have the right to make our performance dependent upon concurrent payment (e.g. through cash on delivery or bank direct debit procedure) or advance payment.
- 5.7 Moreover we shall also be entitled to offset payments received from Customer to the oldest outstanding claim.
- 5.8 Customer shall be entitled to hold back payments or offset with counterclaims only to the extent that its counterclaims are undisputed or recognized by final and binding judgment or becomes ready to be decided in a pending law suit.
- 5.9 If, after the contract has been entered into, we become aware of circumstances that may cause our claims to appear in jeopardy due to Customer’s inadequate ability to pay, we shall have the right to perform only against pre-payment or against

provision of security and, following the expiry of a deadline set to this effect, to terminate or rescind the contract.

6. Training Materials/Training Contents

- 6.1 Training materials handed over to participants in printed form shall become the property of Customer.
- 6.2 Beyond this, all rights and title in the training materials and their contents shall remain with Bosch Engineering and/or affiliated companies of Bosch Engineering.
- 6.3 Training participants shall have the right to use the training materials for purposes of furthering their own education. Passing these materials on to non-participants or third parties is prohibited.
- 6.4 Training materials may not be edited, copied, or published without our prior written permission.

7. Data Privacy Statement

- 7.1 The protection of your privacy throughout the course of processing personal data is an important concern to us.
- 7.2 Bosch Engineering GmbH is the controller responsible for the processing of your data; exceptions are outlined in this data protection notice.
Our contact details are as follows:
Bosch Engineering GmbH
Bosch Engineering Training Center, BEG/ENP1
Robert Bosch Allee 1, 74232 Abstatt
E-mail: Trainingcenter.BEG@bosch.com
Phone: +49 (0) 7062 911 6339
- 7.3 The following categories of data are processed:
Communication data (e.g. name, telephone, e-mail, address, IP address), contractual master data (e.g. contractual relationships, contractual or pro-duct interest), client history, contract accounting and payment data, planning and regulation data, transaction data, provision of information (from third parties, e.g. credit reference agencies or from public directories).
- 7.4 Personal data consists of all information related to an identified or identifiable natural person, this includes, e.g. names, addresses, phone numbers, email addresses, contractual master data, contract accounting and payment data, which is an expression of a person's identity. We collect, process and use personal data (including IP addresses) only when there is either a statutory legal basis to do so or if you have given your consent to the processing or use of personal data concerning this matter, e.g. by means of registration.
- 7.5 If you wish to use or get access to benefits requiring to enter into the fulfillment of a contract, we request your registration. With your registration we collect personal data necessary for entering into the fulfillment of the contract (e.g. first name, last name, date of birth, email address, if applicable, details on the preferred payment method or on the account holder) as well as further data on voluntary basis, if applicable. Mandatory information is marked with an *.
- 7.6 Each time you use the internet, your browser is transmitting certain information which we store in so-called log files for a short period of time to determine service disruptions and for security reasons. They are deleted thereafter.
- 7.7 This online offer is not meant for children under 16 years of age.
- 7.8 Principally, your personal data is forwarded to other controllers only if required for the fulfillment of a contractual obligation, or if we ourselves, or a third party, have a legitimate interest in the data transfer, or if you have given your consent. Particulars on the legal bases can be found in the Section - Purposes of Processing and Legal Bases. Third parties may also be other companies of the Bosch group. When data is transferred to third parties based on a justified interest, this is explained in this data protection notice.

Additionally, data may be transferred to other controllers when we are obliged to do so due to statutory regulations or enforceable administrative or judicial orders.

- 7.9 We involve external service providers with tasks such as sales and marketing services, contract management, payment handling, programming, data hosting and hotline services. We have chosen those service providers carefully and monitor them on a regular basis, especially regarding their diligent handling of and protection of the data that they store. All service providers are obliged to maintain confidentiality and to comply to the statutory provisions. Service providers may also be other Bosch group companies. External Trainers only receive you complete name, company and company address.
- 7.10 For the announcement of your parcels, we transfer your email address and phone number within the scope of the fulfillment of the contractual obligations to a logistics service provider.
- 7.11 We might transfer personal data to recipients located outside the EEA into so-called third countries. In such cases, prior to the transfer we ensure that either the data recipient provides an appropriate level of data protection (e.g. due to a decision of adequacy by the European Commission for the respective country or due to the agreement based on so-called EU model clauses with the recipient) or that you have consented to the transfer. You are entitled to receive an overview of third country recipients and a copy of the specifically agreed-to provisions securing an appropriate level of data protection. For this purpose, please use the statements made in the Contact section.
- 7.12 Principally, we store your data for as long as it is necessary to render our Online Offers and connected services or for as long as we have a justified interest in storing the data (e.g. we might still have a justified interest in postal mail marketing after fulfillment of our contractual obligations). In all other cases we delete your personal data with the exception of data we are obliged to store for the fulfillment of legal obligations (e.g. due to retention periods under the tax and commercial codes we are obliged to have documents such as contracts and invoices available for a certain period of time).
- 7.13 We report due claims to credit agencies if, despite maturity, no payment has occurred or if the transfer is necessary to preserve our justified interests or justified interests of third parties and if the additional statutory requirements are given.
- 7.14 When visiting our internet pages you will be asked in a cookie layer pop up whether you wish to allow the cookies which are set on our page or if you wish to deactivate them in the settings.
The preference setting does not apply to cookies that are set during your visits on third party internet pages by other providers.
- 7.15 Our online offers may contain links to third party internet pages – by providers who are not related to us. Upon clicking on the link, we have no influence on the collecting, processing and use of personal data possibly transmitted by clicking on the link to the third party (such as the IP address or the URL of the site on which the link is located) as the conduct of third parties is naturally beyond our supervision. We do not assume responsibility for the processing of personal data by third parties.
- 7.16 We take all necessary technical and organizational measures to ensure an appropriate level of security.
- 7.17 Your user rights are individually described in this section. Among other rights, you have the right to information, to correction and a right of objection to direct marketing and to withdrawal your consent. To do this it's sufficient to send us a informal notice by mail or e-mail to this address: Bosch Engineering Training Center Abstatt, Robert Bosch Allee 1, 74232 Abstatt, Trainingcenter.BEG@bosch.com

If we delete your personal data it will be not possible to give you information of trainings you have visited at us in the past. Additionally, you may object to the processing of your personal data for direct marketing purposes at any time. Please take into account that, due to organizational reasons, there might be an overlap between your objection and the usage of your data within the scope of a campaign which is already running.

In addition, you have the right to object to the processing of your personal data any time, insofar as this is based on a justified interest. We will then terminate the processing of your data, unless we demonstrate compelling legitimate grounds according to legal requirements which override your rights.

In case you consented to the processing of your data, you have the right to revoke this consent with immediate effect. The legality of data processing prior to your revocation remains unchanged.

To assert your rights, please refer to the statements made in the Contact section.

7.18 We reserve the right to change our security and data protection measures if this is required due to technical development. In such cases, we will amend our data protection notice accordingly. Please, therefore, notice the current version of our data protection notice, as this is subject to change.

7.19 If you wish to contact us, please find us at the address stated in the "Controller" section.

To assert your rights and to notify data protection incidents please the following link: <https://www.bkms-system.net/bosch-datenschutz>.

For suggestions and complaints regarding the processing of your personal data we recommend that you contact our data protection officer:

Data Protection Officer

Information Security and Privacy (C/ISP)

Robert Bosch GmbH

PO box 30 02 20, 70442 Stuttgart, Germany

or

DPO@bosch.com

8. Grounds for Exclusion

8.1 In the event that a training participant behaves in such a manner that the attainment of the training objective(s) is sustainably jeopardized for other Seminar participants, we shall be entitled to exclude said participant from the training without reimbursement of training fees.

8.2 In the event of a participant's exclusion as stipulated in 8.1, above, there will be no reimbursement or compensation for travel costs and/or other expenses incurred for the purpose of participating in the training.

9. Cancellation of Training

9.1 We reserve the right to cancel or reschedule on short notice any Seminars or Customer Trainings for reasons beyond our control, e.g. instructor's illness, shortfall of minimum number of participants. In such case, we shall inform Customer immediately after becoming aware of the circumstances causing the cancellation. In the event of a shortfall of the number of participants, we shall notify Customer in writing (via mail or e-mail) no less than four (4) working days before the event.

9.2 If Customer is unable to accept an alternative date offered by us, we shall refund to him any training fees he/it may have paid up to that point.

9.3 Reimbursement of expenses for travel bookings, rebooking, and cancellations as well as other costs arising from the cancellation of training shall be excluded.

10. Compensation for Damages

10.1 We shall be liable for damages and compensation of futile expenditures — as defined in Section 284 of the German Civil Code (BGB) (hereinafter referred to as Compensation) — on account of a breach of contractual or non-contractual obligations only in case of

(i) deliberate acts or gross negligence,

(ii) fatal or physical injury or damage to health,

(iii) the assumption of a guarantee with respect to quality or durability,

(iv) breach of material contractual duties,

(v) compulsory liability pursuant to the German Product Liability Act, or

(vi) any other compulsory liability.

10.2 The Compensation payable in case of a breach of material contractual duties shall be, however, limited to the foreseeable damage typical of the type of contract, except in cases of deliberate acts or gross negligence or in the event of liability due to fatal or physical injury or damage to health or due to the assumption of a quality guarantee.

10.3 Insofar as liability on our part is excluded or limited, such exclusion or limitation shall also apply for the benefits of our employees, representatives, or vicarious agents.

11. Miscellaneous Provisions

11.1 If one of the provisions of these General Terms and Conditions or of any contracts entered into on the basis of these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace the invalid provision with an effective regulation most closely approximating the economic success pursued by the ineffective provision.

11.2 The courts of Stuttgart (for proceedings at the court of first instance, the district court in 70190 Stuttgart), Germany shall have jurisdiction and venue or, at our discretion, the court at the registered office of the business facility executing the order, if Customer

- is a merchant or

- does not have a general place of jurisdiction in Germany or

- moves his place of domicile or normal place of business abroad after execution of the contract, or if his place of domicile or normal place of residence is not known at the time a suit is filed.

We shall also have the right to start legal action at a court with jurisdiction at the place of Customer's registered office or any branch operation.

11.3 All legal relationships between us and Customer shall be bound exclusively by the laws of the Federal Republic of Germany, to the exclusion of the provisions of the conflict of laws and the Convention on the International Sale of Goods (CISG) of the United Nations).

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