



BOSCH

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**Robert Bosch LLC,
Automotive Aftermarket
United States Authorized Internet
Reseller Agreement**

AUGUST 2018

As Amended February 2022

**ROBERT BOSCH LLC, AUTOMOTIVE AFTERMARKET
AUTHORIZED RESELLER POLICY**

THIS INTERNET AGREEMENT executed between the parties (the "Agreement") is made by and between Robert Bosch LLC, Automotive Aftermarket, with principal offices at 1 Tower Lane, Oakbrook Terrace, IL 60181 ("Bosch"), and the Authorized Reseller which has electronically executed this Agreement ("Reseller"). Bosch and Reseller are each sometimes referred to herein as a "party" or collectively as the "parties." The parties agree as follows:

Definitions.

- Portal: The ("Portal") shall mean the Bosch Authorized Reseller Registration Portal and its contents located at <https://insights.pricespider.com/application?id=boschautomotive> as amended or modified from time to time within the sole discretion of Bosch.
- Products: The ("Product(s)") shall mean the approved Bosch family of brands products and related equipment and accessories listed on Schedule A and approved by Bosch.
- Territory: The ("Territory") shall mean the United States of America and its territories of Puerto Rico, Guam, Northern Mariana Islands, and APO/FPO (official overseas military mail addresses).
- End-User: An ("End-User") shall mean any purchaser of the Product(s) from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party.
- Transship: ("Transship") shall mean the sale of Product(s) to any entity other than an End-User.
- Term: The ("Term") of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for one (1) year from the Effective Date. This Agreement will automatically renew for consecutive one (1) year Terms thereafter.

1. Internet Appointment. Bosch grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Products to End-Users located in the Territory solely on the Internet URL locations listed in the then-current Internet Reseller Profile attached hereto as Schedule B and approved by Bosch.

2. 3rd Party Marketplaces. Reseller shall not be allowed to sell or advertise Products on any 3rd Party marketplace, unless such marketplace is specifically approved by Bosch and listed in Schedule B.

3. Transshipping. Reseller shall not knowingly Transship the Products, specifically; it shall not sell or transfer any of the Products to any person or entity for resale. Reseller shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with Bosch, which Reseller purchased or obtained from a source other than directly from Bosch or a Bosch authorized distributor. Reseller shall not obscure or alter in any fashion any Product or its packaging.

4. Geographic Sales Boundary. Reseller may only sell and advertise for sale the Products within the Territory. Bosch hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.

5. URLs/Domains. Reseller's domain(s) and URL(s) must not contain the word "Bosch" or any other trademark used or owned by Bosch, including any variation or combination of these words or trademarks with each other or with other words.

Examples of Prohibited Domain Names and URLs: www.joesBoschshop.com; www.joesBoschheadquarters.com; or www.joesBoschshop.net.

Exception: Trademarks authorized by Bosch for online use by Reseller (the "Authorized Marks") may appear in the text to the right of the ".com/" extension. For example:

www.joesshop.com/Bosch.htm is allowed; whereas
www.joesshop.Bosch.com/Bosch.htm is prohibited.

6. Website Content and Online Advertisements.

- a. Reseller must provide Bosch specific landing page on Reseller's website.
- b. Reseller must not suggest or imply that its website, advertisement, sponsored link, or any other on-line marketing used or paid for by Reseller is in any way related to the official Bosch website owned and operated by Bosch.

Examples of Prohibited Phrases: Terms such as "Official Bosch Headquarters", "Bosch Home", "Bosch Official Store" and "Bosch.com" are always prohibited. Terms such as "Bosch Headquarters", "Bosch Outlet", "Bosch Depot" or "Bosch Store" are prohibited except when clearly and conspicuously associated with Authorized Internet Reseller (e.g. "Bosch Store at Joe's Shop", or "Joe's Authorized Bosch Shop") and only if approved in advance and in writing by Bosch.

- c. Reseller may not use Google AdWords' Dynamic Keyword Insertion or any similar search tool when bidding on any Authorized Marks or any trademark used or owned by Bosch. All Authorized Marks must appear in the Reseller's ad text with the correct spelling and capitalization.
- d. Reseller must not use superlatives to describe the quantity of Bosch inventory, the pricing of Bosch Products, or the Bosch online shopping experience, on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller.

Examples of Prohibited Phrases: Phrases such as "largest available online offering of Bosch", "lowest prices - Bosch" or "best Bosch website" are prohibited.

- e. Reseller must accurately describe Bosch Products using the Authorized Marks. The Authorized Marks must always be followed by the generic word for the Product, such as "Bosch® products". They must never be used in the possessive or in the plural. The Authorized Marks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as BOSCH or Bosch and used in conjunction with the ® or ™ designation as directed by Bosch.
- f. Other than during a Bosch announced promotional period, Reseller must not use terms such as "on sale", "cheap", "pay less", "discounted", "excess" or "liquidation" in connection with the Bosch Products on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller. However, Reseller may advertise products that are no longer current year models as such, by clearly advertising said as "discontinued."
- g. Reseller must use only those Product images, marketing banners and video clips provided or authorized in writing by Bosch ("Authorized Images") on any website, advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller.
- h. Reseller must not partner with any third party that uses adware, spyware or other software to engage in pop-up or pop-under advertising and/or generating non-user initiated activity (e.g., forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any Bosch trademark used or owned by Bosch or any common misspelling or confusingly similar trademarks is strictly prohibited.
- i. Reseller is prohibited from advertising or selling Bosch products that are remanufactured or refurbished without written permission from Bosch.

- j. Reseller is prohibited from advertising or selling Bosch products bundled with other products without written permission from Bosch.
- k. All Bosch Products must ship only to addresses within the authorized U.S. territory of the Reseller.

7. Customer Service.

- a. Reseller must have a physical street address and a landline telephone number for contact by its customers and must advise customers on its website of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient.
- b. Reseller must provide the capability for customers to place their orders fully and completely through Reseller's website. Reseller shall not require customers to use telephone calls, faxes and/or hard-copy correspondence to complete their orders nor permit orders to be fulfilled only through telephone calls, faxes and/or hard copy correspondence.
- c. Reseller's website must be a secure site for customer transactions.
- d. Reseller must have a mechanism in place for confirming to the ordering customer each order placed through its website and when each order was shipped to the destination designated by the ordering customer.
- e. Reseller must display its policies and procedures for customer returns, refunds and exchanges on its website. Reseller's website must clearly and conspicuously set forth that: (a) Reseller, and not Bosch, is making the sale to the customer and (b) the terms and conditions directly and indirectly applying to returns, refunds and exchanges by customers are those of Reseller, and not Bosch. Reseller must provide its own facilities and personnel to address and resolve all Product exchange, refund or return requirements.
- f. Reseller shall adhere to and comply with all pertinent State and Federal regulations, statutes and rules applicable to taking orders or conducting business over or through the Internet.

8. Compliance.

- a. Reseller must copy and distribute this Agreement to each of its employees who are involved in Internet sales. Reseller must establish policies and procedures that will ensure compliance with this Agreement and must take affirmative steps to ensure compliance with this Agreement.
- b. Reseller must comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Bosch.
- c. Bosch shall have the sole, complete and final discretion to decide whether the content of a particular website, advertisement, sponsored link or on-line marketing violates this Agreement.
- d. Bosch has the sole, complete and final discretion to determine if Reseller has complied with this Agreement. Any violation of this Agreement as determined by Bosch in its sole, complete and final discretion may, in Bosch's sole, complete and final discretion, result in the suspension or termination of Reseller's authority to use the Authorized Marks in sponsored links, to display the Authorized Images on its website or to sell Bosch Products via the Internet.
- e. The terms and conditions of this Agreement amend, supplement and, to the extent they are inconsistent, supersede, any existing agreement between Bosch and Reseller.

9. Breach. Any violations of the terms of this Agreement shall be deemed a breach of the Agreement, entitling Bosch to terminate the Agreement immediately and/or take any other actions available under the law.

10. Termination. This Agreement may be terminated as follows:

- a. by Bosch immediately upon notice to Reseller in the event of a breach by Reseller of Sections 1, 2, 3, and 4 of this Agreement; and
- b. by Bosch or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party.

11. Obligations Upon Expiration/Termination.

a. Authorization. Upon expiration or termination of this Agreement for any reason, Reseller will no longer be an authorized Internet reseller of Bosch Products. Reseller shall immediately cease to purchase, advertise, and/or sell Bosch products; cease to represent itself as an authorized reseller of Bosch products; cease all use of Bosch's intellectual property, and return to Bosch all advertising, promotional, display, and other materials that have been furnished to Reseller by Bosch. Reseller agrees to immediately remove any and all Internet listings of Bosch products. The acceptance by Bosch of a Reseller's purchase order after the expiration or termination of this Agreement shall not be deemed a renewal or extension of this Agreement, or a waiver of its termination or expiration or a waiver of any prior breach. However, Bosch shall be under no obligation to fulfill any orders by Reseller after termination or notice of such termination.

b. Repurchase Option. Within ten (10) days of termination of this Agreement for any reason, Reseller agrees to provide Bosch with a list of its inventory of the Products and any and all other Bosch products in Reseller's possession. Bosch, at its option, will have the right to repurchase from Reseller any or all Bosch products in Reseller's inventory by sending written notice of the exercise of such option within thirty (30) days from the effective date of expiration or termination or the date Bosch receives the foregoing list, whichever last occurs. The purchase price of such Products will be at the net invoice prices at which the Products were originally purchased by Reseller, less any discounts or allowances that Bosch or another seller may have given Reseller on account of such products. If such option to repurchase is exercised by Bosch, Reseller agrees, at Reseller's expense to deliver to Bosch Reseller's inventory of the products in their original packages within thirty (30) days of receipt of Bosch's notice of exercise.

12. Unilateral Policy. Reseller acknowledges that Reseller has been informed of Bosch's Unilateral Policy as it applies to the advertisement for sale of Bosch Products from Resellers to End-Users in the United States. There is no agreement, express or implied, between Bosch and Reseller with respect to the advertised or resale pricing of Products. If any director, officer, employee, representative, or other agent of Bosch tries to coerce Reseller to agree to the price at which Reseller advertises or resells Bosch Products, such action shall be considered void, unauthorized, and without effect and Reseller shall promptly notify Bosch's Policy Coordinator at UP-NA@us.bosch.com.

13. Liquidated Damages. **For each occasion that Reseller breaches Sections 1, 2, 3, 4, 5, or 6 of this Agreement by engaging in the unauthorized advertisement or sale of Bosch Products, in addition to all other remedies available to Bosch under this Agreement and at law, Reseller agrees to pay Bosch, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Bosch's investigation and enforcement regarding the unauthorized advertisement or sale; or (ii) five times (5X) the MSRP of the Bosch Product(s) per unit of product. The parties agree that these damages are not punitive.**

14. Amendments & Waivers.

- a. Except as otherwise set forth in Section 14(b) of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. No waiver

of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver.

- b. Bosch may amend any Schedule in this Agreement or any information contained in the Portal by providing notice to the Reseller, and any such amendment shall become effective immediately upon delivery of such notice.

15. Entire Agreement. This Agreement, the Schedules, and any additional terms and conditions mutually agreed upon in writing by the parties, Bosch's written invoices, the information contained on the Portal, and any and all personal guarantees or assurances of payment set forth in Reseller's New Account Application set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.

16. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Cook County, State of Illinois or the United States District Court for the Northern District of Illinois, Eastern Division, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts of Illinois and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Effective Date of this Agreement shall be deemed to have occurred when all parties have duly signed this Agreement.

18. Electronic Execution. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq. ("ESIGN"), the parties hereby agree to execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. The Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it.