

Invented for life



BOSCH

Advanced Test Products Authorization / Repair Order

(To be sent by your retailer to **ATP@bosch.com**)

A return number will be assigned for each device. Therefore, please fill out a return RMA for each device. The device will be checked and repaired free of charge under warranty, provided that the specified warranty conditions according to Bosch's delivery terms are met.

Bosch Return Number
(communicated after receipt of RMA request)

Filled by Bosch

Retailer Information (billing address)

Delivery address (if different)

Your N° Reference (Order)*

Retailer Name*

Street, Number*

Zip Code, City*

Country

Name Contact Person*

Phone Number*

E-Mail*

Device Information

Device Model*

Bosch Material Number

Bosch Serial Number

Purchase Date from Bosch*
(please join proof of purchase)

Failure Description, additional information*

(*Mandatory Fields)

We charge an inspection fee in case device is no longer under warranty and customer declines the repair offer, and the device is to be returned unrepaired or scrapped by us. The fee is effort-dependent: €119 for recovery units, €60 for all other devices.

Date, Signature

Bosch Automotive Service Solutions SAS

General Terms and Conditions – Repair Services – Status 03/2025

1. TERMS

Scope. These are the terms and conditions on which Bosch Automotive Service Solutions SAS, with a place of business Z.I. des Ajeux, avenue Pierre Gilles de Gennes, 72400 La Ferté-Bernard, France (hereinafter "Bosch") will supply repair services for ATP products to the Customer. Any change to these terms upon Customer's request must be agreed by Bosch and confirmed in writing.

2. REPAIR SERVICE

Customer information. The Customer must ensure that the information he submits in the order form of repair services is correct. Should the address, product (product code and serial number), warranty or fault details be incorrect, Bosch reserves the right to not carry out a repair service and charge the Customer as detailed below. For warranty claims, a proof of purchase will also be required.

Package Requirements. Products for return need to be securely packaged for transportation. The carrier may refuse to take products which are not securely packaged or packaged in such a way as to be dangerous to the handler. Lithium-ion products may be classified as dangerous goods for transportation under relevant law and require a specific packaging and labelling process to be followed. Please contact +49 6132.9829021 (Infotrac) for further information.

Chargeable Repairs. If a product is out of warranty, the repair will be chargeable. Even if a product is under warranty, Bosch may still charge for specific types of repairs. See clause 9 further on charges.

Under Warranty Repairs. If a repair takes place under warranty, the warranty does not restart. The proof of purchase remains the start date for the warranty period. The warranty period for spare parts fitted within the warranty period of the product ends with the expiry of the warranty of the product as a whole or 12 months from date of repair whatever is later.

Acceptance of repair order. Bosch will acknowledge receipt of the repair order when it receives the Customer order, however the contract will only come into existence between Bosch and the Customer when Customer confirms its acceptance to the Bosch quotation. If Customer decides not to accept the price quotation, the product will be returned to Customer. Bosch reserves the right to dispose of the product if the Customer fails to respond within six (6) weeks from the date of receipt of the price quotation.

If Bosch may be unable to accept the Customer order at the point of order confirmation or on a subsequent date:

a) due to the replacement parts being out of stock, unexpected limits on Bosch's resources which Bosch could not reasonably plan for or because Bosch has identified an error in the price or description of the services, Bosch will inform the Customer of this in writing, will return the product to the Customer without repairing it (unless otherwise agreed) and will not charge Customer for the services.

b) for reasons due to the incorrect content of a submitted order form, non-adherence by the Customer to its obligations or the product is unrepairable, Bosch will inform Customer of this in writing. This might be because Customer has incorrectly described the fault relating to the product and therefore the product is more expensive to repair or unrepairable, the product has been incorrectly described as "in warranty", the repair does not meet the warranty criteria or only part of the repair is covered by warranty, Customer has not adequately packaged the product for transit and it has become further damaged, and Customer decides not to accept (where this is possible and offered by Bosch) a corrected price for the services. In such cases, Bosch shall inform Customer of this in writing, will return the product to Customer without repairing it (unless otherwise agreed) and will not charge Customer for the services.

c) due to the fact that (i) the product has been modified without Bosch consent; (ii) product is incomplete (i.e. parts missing); or (iii) the product has not been stored, used or maintained in accordance with Bosch's oral or written instructions or if there are none in accordance with good trade practice or any other party failed to follow Bosch's oral or written instructions as to the storage, use and maintenance of the Goods or (if there are none) good trade practice. In such cases, we shall inform you of this in writing, will return your product to you without repairing it (unless otherwise agreed) and will not charge you for the services.

The Customer is informed that to inspect the product prior to undertaking the services, Bosch will have to dismantle the product, therefore, if Bosch is unable to accept the repair order due to any reason, if Customer decides to cancel the order or does not accept the price quotation, the product will be returned to Customer disassembled.

Product variance. Repaired products may vary in appearance from their previous form. Although Bosch will make every effort to retain the previous form of the product, to adequately repair the product Bosch may have to alter its appearance slightly. In certain circumstances, following receipt of the product, Bosch may suggest a replacement product as an alternative to repairing the product. The replacement product may be different model/version to the product.

Future Faults. A fault in the product in the future which shows similar symptoms covered by the initial repair may be due to another fault or a different component. A twelve (12) month warranty period is provided for parts used in repair that is chargeable. Any existing warranty is separate to and unaffected by the warranty on new parts.

3. COLLECTION OF PRODUCTS OR PROVIDING THE RETURNED PRODUCTS

Delivery costs. The costs of delivery between the Customer's place of business and the Bosch repair center are borne by the Customer. The costs for returning the (repaired) product to the Customer's place of business are borne by Bosch if the product is under warranty, and by the Customer in case of out-of-warranty repair or non-acceptance by the Customer of the repair price quotation.

Repair time. Bosch will begin the repair services without undue delay from receipt of the product and shall endeavor to complete the services within a reasonable time period. Repair time is subject to part availability and workload. Time for repair or delivery by Bosch is only estimate and shall not be of essence.

Delays. Bosch is not responsible for delays outside of its control. If the supply of services is delayed by an event outside of Bosch's control (including but not limited to acts of god, flood, drought, earthquake or other natural disaster, epidemic or pandemic, any law, measure, restriction or action taken by a relevant government or public authority, fire, strike, trade dispute, non-performance by subcontractors and suppliers, interruption and failure of utility system) then Bosch will inform the Customer as soon as possible and will take steps to minimize the effect of the delay. If there is a risk of substantial delay, the Customer may request a refund for any services he has paid for but not received.

4. WARRANTY FOR REPAIR SERVICES

Any visible defect with the products or services must be reported by the Customer within three (3) days from return delivery. Transportation-related defects, such as damaged packaging, must be noted on the packaging slip and confirmed by the Customer with a copy to Bosch.

If the services are found to be defective, the Customer's sole remedy is to request a repeat or correction of the services, with no option for reimbursement or indemnification.

5. PRICE AND PAYMENT

Quotation. Bosch will provide the Customer with a quotation following receipt of the product. Bosch will not start the repair services until the Customer has accepted the quotation. If the Customer does not accept the quotation, and selects the option "return unrepaid", Bosch will return the product to the Customer. Alternatively, Customer has the option to request Bosch to recycle the product on Customer's behalf.

Payment terms. All prices are in Euro plus Value Added Tax or any other tax of a similar nature in the applicable jurisdiction at the applicable amount levied in accordance with statutory law. Unless otherwise agreed, all invoices from Bosch must be paid within 45 days from the date of invoice to the end of month. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under the Contract. All payments made by the Customer to Bosch under the Contract will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by Bosch is equal to the amount then due and payable under the repair order.

Price Changes. Prices may change at any time, but price changes will not affect any order that Bosch has confirmed to Customer.

6. LIABILITY

If Bosch fails to comply with an essential obligation under these terms, Bosch is responsible for duly evidenced material damage the Customer suffers that is a foreseeable result of Bosch breaking the contract or failing to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen, for example, if it was discussed during the sales process. Bosch does not exclude or limit its liability to the Customer where it would be unlawful to do so. Bosch will have no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7. DATA PROTECTION

The Parties shall comply with the applicable provisions of data protection law and commit their employees engaged in connection with the contractual relationship and the execution thereof to data protection, except to the extent that they are already under a general obligation to act accordingly.

8. CONFIDENTIALITY

"Confidential Information" shall mean all information and documents of the other party which are marked as confidential or which are to be regarded as confidential according to the circumstances, in particular information on operational processes, business relationships and know-how.

The parties agree not to disclose Confidential Information. This obligation continues for a period of 5 years after termination of the repair services. Excluded from the foregoing obligations of confidentiality is such Confidential Information which was demonstrably already known to recipient at the time of the conclusion of the repair order without breach of any contractual or statutory duty of confidentiality, or become lawfully known to recipient thereafter from a third party without being subject to any duty of confidentiality, which is publicly known at the time of conclusion of the repair order or are made publicly known thereafter, unless this is based on a breach of these terms or any relevant repair order, which has been independently developed by a party independently of any Confidential Information obtained under these terms, which must be disclosed due to legal obligations or by order of a court or authority or is disclosed for reasons of legal defense. To the extent permitted and possible, the recipient subject to the disclosure obligation will give prior notice to the other party.

9. EXPORT CONTROL

Each party is entitled to refuse to perform its obligations under these terms or any relevant repair order insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to these terms or any relevant repair order.

10. MISCELLANEOUS

Governing law. The contractual relationships between the Parties shall be governed by the substantive laws of France. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The courts of Paris, France, have exclusive jurisdiction and venue.

Entire Agreement. These terms and the relevant repair orders shall take precedence over any contradicting term in the Customers' repair orders.

Written form. Legally relevant statements and notices to be delivered to either Party after conclusion of the repair order (e.g. setting of time limits, notification of defects, and declaration of rescission or price reduction) must be made in text form to be effective.

Should any provision of these Terms and Conditions be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.