**Annex 1 – Material Field Specific Amendment**

for the following work and services:

**Customs Services**

1. **Scope of Performance**
   1. The object of this amendment is the execution of customs services (e.g. import, export, preferential procedure) in direct representation on behalf of BOSCH.
   2. Import customs clearance includes the importation of undeclared goods into the customs free circulation in import country as well as carrying out special procedures according to the current applicable local customs laws and all related other procedures ordered by BOSCH, in particular the execution of defined tasks such as the execution of control measures throughout the import customs clearance processes.
   3. Export customs clearance includes the exportation of goods according to the current applicable local customs laws and all related other procedures ordered by BOSCH, in particular the execution of defined tasks such as the execution of control measures throughout the export customs clearance processes.
   4. SUPPLIER ensures the execution of the contracted activities under the following conditions in compliance with the applicable local regulatory and statutory provisions, in particular customs regulations and foreign trade law, prohibitions and restrictions, procedural instructions for the IT processes and other BOSCH processes and service specifications.
2. **General Customs Certification (e.g. Authorized Economic Operator (AEO))**
   1. SUPPLIER is the owner of a General Customs Certification (e.g. for the European Union a Certification as Authorized Economic Operator in areas C and S ("customs simplifications" and "security" is required)).
   2. In case of any withdrawal or an announcement of withdrawal from the simplification or any suspension of the authorizations to authority, SUPPLIER will inform BOSCH immediately in writing.
3. **General Duties of SUPPLIER**
   1. SUPPLIER creates customs declarations for BOSCH in direct representation according to the applicable local customs law.
   2. Unless stated otherwise in the agreed service specification, SUPPLIER has to render in particular the following Services:

* import declaration according to the current international and local laws as well as the BOSCH requirements and process descriptions,
* export declaration according to the current international and local laws as well as the BOSCH requirements and process descriptions,
* declaration of the goods in a special procedure according to the requirements of current customs simplification, local laws, BOSCH requirements and process descriptions,
* consulting in customs matters on agreed hourly basis,
* issuing or application of preferential statements on behalf of BOSCH and
* other services like assistance at customs inspections or port handling.

A respective power of attorney for the contracted Services will be provided to SUPPLIER by BOSCH.

* 1. SUPPLIER is responsible for the documentation including archiving of the relevant documentation in accordance with the service specification as well as national legal requirements. The preferential statements shall be provided to the responsible contact person at BOSCH at least with the invoice in its original.
  2. Until the expiry of legal retention periods, BOSCH has the right to request the original documents archived at SUPPLIER at any time, unless the documents are subject to SUPPLIER´s own legal retention period. In this case, BOSCH has the right to request a copy of these at any time and without undue delay.
  3. SUPPLIER shall independently make use of any applicable free trade agreement (FTA), licenses, quotas and fulfilling restrictions in order to avoid unnecessary duty and VAT payments and to ensure the best economic result for BOSCH.
  4. In the event of failure and break down or other circumstances that impede the performance of the Services, SUPPLIER shall notify BOSCH immediately. If no notification is received in time, SUPPLIER cannot claim that the performance of the Services was not possible for reasons for which SUPPLIER was not responsible.
  5. If required, SUPPLIER shall ensure a general availability including proxy policy of qualified employees for the provision of Services. The required availability of SUPPLIER shall be stated in the service specification. The contact persons as well as their proxy for daily business and for escalations have to be assigned from both sides. SUPPLIER ensures the provision of the Services also in emergency cases. An emergency concept has to be provided to BOSCH at least during the implementation period.
  6. SUPPLIER ensures to declare the notified goods to the customs office within the defined period as agreed in a Service Level Agreement negotiated with BOSCH.
  7. In case of missing documents, SUPPLIER may request the missing documents from forwarder on behalf of BOSCH directly.

1. **General Duties of BOSCH**
   1. BOSCH shall provide SUPPLIER all necessary documents and information in particular from its transportation service providers that are required to comply with the statutory deadlines and conditions in order to execute the Services within agreed scope of the Service Specification.
   2. BOSCH's above-mentioned obligations to collaborate do not release SUPPLIER from its duty of care for its own actions. This includes in particular the duty to observe the instructions of the customs authority and to clarify errors before customs clearance.
2. **Indemnification from liability**

SUPPLIER shall indemnify and hold BOSCH harmless against any losses, damages or expenses, including but not limited to logistics costs, detention or demurrage fees, penalties, legal and other professional fees resulting from the breach of its contractual obligations or the violation of other duties within its scope of performance, unless SUPPLIER was not accountable for the breach or the violation of duty.

1. **Demonstrating Potential for Improvement**
   1. Both parties aim to optimize existing processes in terms of CIP (Continuous Improvement Process) and resolve to work constantly on improving the quality of the Services. Concerning the Services, SUPPLIER undertakes to demonstrate possibilities for cost reductions, enhancement of quality and improvement in the processing of the customs and information handling. SUPPLIER commits to taking up improvement possibilities set forth by BOSCH and to actively implementing them in coordination with BOSCH.
   2. Regular workshops shall be held with representatives from SUPPLIER and BOSCH to optimize the customs clearance processes. SUPPLIER shall actively participate in this process without being entitled to invoice such expenses. If in these workshops measures or potentials relevant to cost reduction are documented, SUPPLIER is obligated to actively implement such measures in coordination with BOSCH and, if necessary, to enter into renegotiations on price reductions.
2. **BOSCH IT Platform**
   1. In case of a strategic reorientation of customs clearance, it is an essential obligation for the SUPPLIER to carry out customs clearance on an IT platform specified by BOSCH. BOSCH ensures an appropriate implementation phase and the respective access rights for the SUPPLIER's employees. BOSCH provides appropriate training and procedural instructions.
   2. In this case, the prices shall be agreed in good time. The term "in good time" shall be understood as a maximum period of three (3) months after the change has become known. In case the parties cannot agree on new prices within a period of three (3) months after the first change request notice, each party shall be entitled to an extraordinary termination right subject to a notice period of twelve (12) months at the end of the month. In the event of disagreement, the existing conditions shall continue in full force until the end of the notice period. The termination shall be made in writing.