

### Engineering Samples

Engineering samples are products whose usual Bosch Sensortec-internal release procedure has not yet been fully completed. The client's use of engineering samples shall basically contribute to the gaining of additional knowledge about features, behaviour, function and quality of the respective future serial product.

Engineering samples are not intended for reselling or passing to final consumers. Customer indemnifies Bosch Sensortec for product liability claims and waives any recourse against Bosch Sensortec, which third parties may advance due to or in connection with a failure, a defect in function or misuse of the customer samples supplied by Bosch Sensortec.

The customer hereby declares that he was sufficiently informed about the risks using customer samples. The customer guarantees that customer samples will only be left to such employees having been informed about the proper handling of customer samples and being qualified for their respective use.

### Warranty

Unless otherwise stated, Bosch Sensortec warrants that the products will be free of defects in material and workmanship according to agreed process in effect at the time of the relevant order. Bosch Sensortec can choose the form of warranty limited either to substitute delivery or repair; the ownership of replaced parts will be transferred to Bosch Sensortec. Any other customer warranty claims are excluded as far as there is no compelling legal liability. In particular, Bosch Sensortec does not warrant the successful customer samples' application.

Improper installation, misuse, use in applications outside the applicable specifications or testing applications, failure to maintain in accordance with applicable maintenance instructions, alteration or damage caused to the Product, or similar circumstances shall void the above warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOSCH SENSORTEC ASSUMES NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EXCEPT AS SPECIFICALLY SET OUT HEREIN. THE REMEDIES SET FORTH IN THIS WARRANTY REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BOSCH SENSORTEC BREACH OF WARRANTY.

### Customer Complaints

Concerning customer complaints about customer samples' defects in material or function, Bosch Sensortec has to be informed in writing immediately after the respective detection; otherwise Bosch Sensortec warranties are no more due.

### Exclusion of Product Liability

The Customer shall hold harmless Bosch Sensortec from all product liability claims and waives all of his rights of recourse against Bosch Sensortec as far as third parties raise claims in connection with a defect, malfunction or use of the Product.

The Customer shall ensure that no risks for the persons or things of significant value result from the Product in the application intended by the Customer.

Liability for any damage caused by the use of customer samples as well as any other customer claims for damages is excluded so far as there was no different definition made in this agreement, satisfying the legal requirements.

Bosch Sensortec shall not be liable for any incidental, consequential, special or punitive damages arising from the sale or use of any Products or Bosch Sensortec's performance or failure to perform any of its obligations hereunder, whether the claims be in contract or tort, including negligence or strict liability. Customer's sole and exclusive remedy after acceptance of the Products shall be the remedy available under the warranty provision.