

Supplementary Terms of Delivery and Sale for New Zealand

VERSION DATE 01.02.2023



BOSCH

Bosch Automotive Service Solutions Pty Ltd ABN 60 001 091 498
of 1555 Centre Road, Clayton, Victoria 3168 ("Bosch")

1. Application Of Supplementary Terms

The Supplementary Terms of Delivery and Sale (NZ) (**Supplementary Terms**) vary and/or supplement (as the context requires) the Terms of Delivery and Supply (**Terms**) located at www.bosch.com.au/terms. The Supplementary Terms apply to supplies of Bosch's products or services to a buyer (**you, your**) in New Zealand. Except to the extent the context otherwise requires, terms used in the Supplementary Terms have the same meaning as ascribed to such term in the Terms themselves.

2. Personal Property Securities Act 1999 (NZ) (PPSA NZ)

- 2.1 You grant to Bosch a security interest in all products supplied by Bosch as security for payment of the purchase price of the products and all other moneys payable to Bosch by you (whether pursuant to an order under these Terms and Supplementary Terms or under the terms of any specific contract relating to the supply of products by Bosch to you) and for the performance by you of all of your other obligations to Bosch.
- 2.2 You agree to do anything that Bosch requires and promptly give Bosch all assistance and information (including signing any documents) as Bosch requests to ensure that Bosch has a perfected first ranking security interest in all products (and the proceeds thereof) supplied by Bosch.
- 2.3 Bosch may register a financing statement on the New Zealand Personal Property Securities Register (as defined in the PPSA NZ) at your cost at any time before or after delivery of the products by Bosch.
- 2.4 Bosch may allocate all amounts received by you in any manner it determines including any manner required to preserve any purchase money security interest in the products.
- 2.5 You waive the right to receive a copy of any verification statement confirming registration of a financing statement relating to the security interest created by these Terms.
- 2.6 You agree not to change your name without notifying Bosch in writing of your intention to change your name at least 10 business days prior to doing so.
- 2.7 You agree that you have no rights under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133 and 148 of the PPSA NZ.
- 2.8 You agree to indemnify Bosch for any costs incurred by Bosch under this clause and/or exercising any rights Bosch has under the PPSA NZ.

3. Consumer Guarantees Act 1993 (NZ) (CGA)

- 3.1 Nothing in the Terms is intended to have the effect of contracting out of the provisions of the CGA except to the extent permitted by that Act and all provisions of the Terms including these Supplementary Terms shall be read as modified to the extent necessary to give effect to that intention.
- 3.2 The parties agree that where the supply of products or services by Bosch to you will be for the purposes of a business, the CGA does not apply in respect of the supply of those products or services to you.
- 3.3 Where you supply the products to a person acquiring them for business purposes, you shall ensure that it is a term of your contract with that person that the CGA does not apply in respect of the supply of those products to that person.
- 3.4 You shall not, in relation to the supply by you of the products, give or make an undertaking, assertion or representation in relation to the products without the prior approval in writing of Bosch, and you shall indemnify Bosch against any liability or cost incurred by Bosch as a result of any breach by you of this provision.

4. Goods and Services Tax Act 1985 (NZ) (GST Act NZ)

- 4.1 If goods and services tax under the GST Act (**GST**) is chargeable on a supply of products or services made pursuant to the Terms then: (A) you shall pay such GST in addition to the GST exclusive consideration that is payable for the supply; and (B) Bosch will issue you with a "tax invoice" (as defined in the GST Act NZ).
- 4.2 Bosch and you agree that, if applicable, section 8(4) of the GST Act NZ does not apply to supplies made by Bosch to you (if registered for GST), and accordingly such supplies will be made in New Zealand (for the purposes of the GST Act NZ) and chargeable with GST.

5. NZ Governing Law

- 5.1 Clause 21.1 of the Terms shall not apply to orders for or the supply of products or services in New Zealand.
- 5.2 All orders placed by you with Bosch, and any agreement by Bosch with you, for the supply of goods or services to you in New Zealand, shall be construed, enforced and performed in accordance with the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand in respect of all such agreements.