





13.1 No addition to, deletion from, or modification of any of the provisions of these Terms and Conditions of Sale shall be binding upon Bosch, unless made in writing and signed by a duly authorized officer or employee of Bosch. Oral statements, warranties, or representations made by any agent or employee or representative of Bosch are not authorized by Bosch and shall be of no force or effect. These Terms and Conditions of Sale are the final, complete, and exclusive statement of the terms of the agreement between Bosch and Buyer. ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY BUYER ARE OBJECTED TO AND HEREBY REJECTED.

13.2 A waiver by Bosch of any default by Buyer or of any of these Terms and Conditions of Sale shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these Terms and Conditions of Sale, but shall apply solely to the instance in which the waiver is directed.

13.3 This agreement may not be assigned by Buyer without Bosch's written consent.

13.4 The parties agree to submit all disputes between them arising out of or relating to this Agreement or the breach, alleged breach or interpretation thereof to binding arbitration except that this provision shall not apply to requests for injunctive relief. Within thirty (30) days after either party has notified the other in writing that it is submitting a dispute to arbitration, one arbitrator shall be chosen under the then current Rules of the American Arbitration Association (hereinafter "AAA") pertaining to commercial disputes. Neither party shall be allowed to object to any arbitrator appointed by AAA. The ensuing arbitration shall be held in Chicago, Illinois, and shall be conducted according to the Rules of the AAA. The arbitration award shall be by a written decision containing findings of fact and conclusions of law and shall be final and binding. It may be entered in and enforced by any court of competent jurisdiction. The party prevailing in the arbitration or any other legal proceedings shall be entitled to recover its costs including reasonable attorney's fees incurred due to the arbitration or other legal proceedings. In no case shall the arbitrator be authorized to award cost and damages otherwise prohibited herein.

#### 14. PAYMENT TERMS FOR INTERNATIONAL ORDERS

14.1 Payment for the Products/services specified by Buyer's order shall be made in U.S. Dollars, through the medium of an irrevocable Letter of Credit in favor of Bosch, confirmed by a bank located in the United States acceptable to Bosch. Unless otherwise agreed, such Letter of Credit shall be valid for a period of time sufficient to enable Bosch to receive payment in full plus thirty days, shall be for the total price of the Product/services, including any applicable transportation and insurance costs, and in a form acceptable to Bosch, and shall authorize partial payments against partial deliveries. The Letter of Credit shall provide for payment(s) to Bosch at sight upon presentation to the confirming bank of Bosch's sight draft(s) on the confirming bank for one hundred percent of the invoice value of each delivery, accompanied by commercial invoice(s) or by shipping documents.

14.2 The Letter of Credit shall permit shipment and shall permit presentation of nonnegotiable copies of bills of lading provided they are accompanied by Bosch's declaration that the originals have been mailed directly to the opening bank. All bank charges in connection with said Letter of Credit including those of the confirming bank, shall be for the account of Buyer.

14.3 Other payment terms may be negotiated between Bosch and Buyer, in which case such special payment terms shall be specified in writing and become a part of the sale agreement.

#### 15. UNITED STATES EXPORT LAWS

15.1 Bosch's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulations in the export, resale or disposition of Products.

15.2 Quotations or proposals made, and any orders accepted by Bosch from a Buyer outside the United States are with the understanding that the ultimate destination of the Products is the country indicated therein. Diversion of the Products to any other destination contrary to United States law is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products to any other destination, Buyer shall immediately inform Bosch of the correct ultimate destination.