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(each referred to here as **Company**)

## EDI TRADING TERMS

### 1 Definitions

In these EDI Trading Terms, the following terms have these meanings unless the context otherwise requires:

**Activities** mean the business activities between the parties in relation to the transmission of business documents and Messages in a secure electronic format;

**EDI** means electronic data interchange;

**EDI manuals** means any instructions or manuals supplied by the Company to the Buyer setting out technical and security procedures and rules applicable to EDI and Activities between the parties, and as amended or revised by the Company from time to time;

**Message** means a set of data transmitted electronically between the parties in accordance with the provisions of the EDI manuals;

**Provider** means any such corporation as is the provider from time to time;

**Recipient** in relation to a Message means the party which receives that Message either directly or through the Provider;

**Sender** in relation to a Message means the party which transmits that Message either directly or through the Provider;

**Transaction** means any single completed transmission containing one or more Messages;

**Transaction Log** means the completed record, as transmitted, of all data interchanged between the parties; and

**Transmission** means the transmitting of a Message electronically from one party to the other or to the Provider.

### 2. Standards

Any Message transmitted from one party to another which is not in accordance with the requirements set out in the EDI manuals will not be binding on the parties.

### 3. Validity And Signatures

3.1 Any Message received, the receipt of which has been confirmed as provided in the EDI manuals, will be deemed for all purposes (but subject to all relevant laws):

- (a) to be 'written' or 'in writing';
- (b) to have been 'signed' by the Sender;
- (c) to constitute an 'original' when printed from electronic files or records established and maintained in the normal course of business by a party or the Provider; and
- (d) to constitute a signed memorandum in writing where there is any requirement for transactions to be evidenced by a written memorandum or to be in writing, or where there is any requirement for a written memorandum to be signed.

3.2 The parties agree not to contest the validity or enforceability of any Messages, Transactions or the Transaction Log or any certificate issued in regard to it and expressly agree to waive any right to raise any defence or waiver of liability based on the absence of a memorandum in writing or of a signature except to the extent that Messages:

- (a) can be shown to have been corrupted as result of a third party failure; or
- (b) are deemed not to have been received in accordance with paragraph 4 of these EDI Trading Terms.

### 4. Receipt Of Transmissions

4.1 Subject to the provisions of this paragraph 4, Messages are deemed to have been received when they are:

- (a) accessible to the Recipient as provided in the EDI manuals; or
- (b) available to any Provider on behalf of the Recipient as provided in the EDI manuals; and
- (c) acknowledgments of those Messages have been transmitted to the Sender as provided in the EDI manuals.

4.2 If a Recipient receives a Message which cannot be fully deciphered and understood by the Recipient, the Recipient must promptly notify the Sender and request the Sender to retransmit the Message to the Recipient.

4.3 If a Recipient does not comply with paragraph 4.2, or in any event, the Sender transmits a Message and does not receive notification from the Recipient as described under paragraph 4.2 within 1 business day of transmitting the Message then the Recipient will be deemed to have received a clear and intelligible Message.

4.4 If a Sender does not, after receipt of a faulty transmission notice, retransmit the Message to the Recipient within 2 hours of

receiving the notice the Message which was the subject of the faulty transmission notice will be deemed to be invalid and will be deemed to have not been received.

- 4.5 If, after making all reasonable enquiries, a Recipient is unable to determine the identity of the Sender of any Message within 1 business day after receiving the Message, the Recipient will be deemed not to have received that Message.
- 4.6 The Sender is responsible for the completeness and accuracy of any Message transmitted by it but the Sender will not be liable for the consequences of an incomplete or incorrect Message if the incompleteness or incorrectness is or should in all the circumstances be reasonably obvious to the Recipient.

## **5. Provider**

- 5.1 The Transmission of Messages may, where agreed by the parties, be effected between the parties through the Provider.
- 5.2 Each party is responsible for its own costs including the fees of the Provider and such other persons with which the relevant party contracts.
- 5.3 Each party is liable for the acts and omissions of its Provider and such other persons with which the relevant party contract while transmitting, receiving, storing or handling Messages, or performing related activities.
- 5.4 If both parties use a Provider to effect the Transmission or receipt of a Message, the Sender is liable to the Recipient for the act or omission of that provider for that Message.

## **6. Systems Operations**

- 6.1 Each party must at its own expense provide and maintain the equipment, software and services necessary to effectively transmit and receive Messages.
- 6.2 A Transaction Log must be maintained by each party, and must include all Messages as sent and received and comprised in each party's data log without any modification.

## **7. Security Procedures**

- 7.1 Each party must, on becoming aware of any breach of security or any unauthorised use or Transmission, immediately inform the other party and promptly investigate the breach, use or Transmission and report to the other party the outcome of that investigation. The use of EDI may be suspended by either party until security has been re-established.
- 7.2 The party directly or indirectly responsible for the breach of security must pay:
  - (a) the costs of any legal proceedings against any person who has committed the breach of security or an act of unauthorised disclosure;
  - (b) any costs associated with the re-establishment of security procedures including the provision of a new electronics signature or other identification procedure; and
  - (c) any losses, costs or expenses resulting from the breach of security.
- 7.3 The Company is not liable for any direct or indirect costs or losses (including consequential losses, loss of profits, loss of sales and loss of opportunities) the Buyer may suffer resulting from (whether directly or indirectly) the use or non-use of or inability to use EDI, or if a message is not able to be transmitted.