

**Supplementary Service Conditions for Assembly,
Repair and Other Services of
Bosch Rexroth GmbH (02/2021)**

1. General

1.1. These service conditions apply - in addition to the General Terms and Conditions for Deliveries and Services of Bosch Rexroth GmbH - for all assembly, repair and other services (e.g. repairs) assumed by us. Insofar as the contract requires the dispatch of service personnel, the provisions set out in Clauses 3, 4 and 5 shall apply specifically.

1.2. Verbal agreements before or at the time of conclusion of the contract require our written confirmation in order to be effective.

2. Price and price correction

2.1. If no specific remuneration has been agreed, our assembly, repair and other services shall be invoiced on a time and material basis. The agreed amounts are exclusive of value added tax, which shall be additionally reimbursed to us at the statutory rate.

2.2. Prices for parts used, materials, tools and other special services (e.g. scrapping undertaken by us), the remuneration for work performed and, in the case of secondment of service personnel, any additional travel and transport costs incurred shall be shown separately.

2.3. In the event that we prepare a non-binding cost estimate, we shall notify the customer immediately if we determine during the performance of assembly, repair and other services that performance cannot be conducted without significantly exceeding the cost estimate. A significant overrun of the cost estimate shall be deemed to exist if it deviates from the cost estimate by at least 15%.

2.4. Upon our notification of a significant overrun of the cost estimate, the customer is obliged to decide whether to continue with the assembly, repair and other services. If this is deemed inexpedient due to the additional costs, the customer may withdraw from the contract in writing within two weeks after receipt of the notification. If the customer makes use of its right of withdrawal, it must pay us the part of the remuneration corresponding to the service rendered. The same shall apply if the customer does not respond within the two-week period.

3. Remuneration for work performed, working hours

3.1. Remuneration for work performed shall be calculated on an hourly basis using our billing rates for services valid at the time of performance. Our rates shall be determined on the basis of the cost factors applicable at the time of performance of the service (in particular wage costs, surcharges, allowances, etc.). If these change, we reserve the right to change the billing rates accordingly. We shall notify the customer of such changes and provide evidence thereof upon request. If this leads to an increase in remuneration of more than 5%, the customer shall be entitled to terminate the contract within two weeks of receipt of the notification.

3.2. The weekly working time is a maximum of 38.5 hours and is divided into 7 hours 42 minutes from Monday to Friday. These times shall also be taken into account if a shorter working time has to be observed for reasons for which we are not responsible. The service assignment can be started at our discretion from the place of residence or from the place of work of the service personnel.

3.3. Travel times shall be invoiced as working times in accordance with our charging rates for services. Waiting times for which we are not responsible at the place of deployment and the time required for necessary accommodation and any official dispatch shall also be deemed working time.

3.4. The customer shall confirm the working time of the service personnel in writing or electronically in the format submitted to it daily, weekly or after completion of work, depending on the situation. In case of doubt, the site manager shall be deemed authorized to do so. Objections of the customer shall be raised in the submitted format or separately in writing.

3.5. The regular working hours and the remuneration for overtime, extra hours, night work, work on Sundays and public holidays of the service personnel sent by us to carry out assembly, repair and other services shall be governed by the collective agreement applicable to the respective employment relationship of the employee. Overtime shall be worked if required and agreed with us. The maximum daily working time of 10 hours and work on Sundays and public holidays may be exceeded only in the cases regulated by law or collective agreement and within the specified maximum limits and requires our consent and, if necessary, the consent of the labour inspectorate at the place of deployment. Holidays at the place of work shall be those stipulated by law. An uninterrupted rest period of at least 11 hours must be observed between two work shifts.

4. Travel and transport costs, family trips home

4.1. The transport costs of service personnel include in particular the costs of transport and transport insurance of personal luggage and tools carried or sent for the performance of the service.

4.2. Travel costs include the costs of family trips made by our service personnel during the performance of assembly, repair and service work, i.e. from the place of residence in the vicinity of the installation site to the (family) residence of our service personnel and back. The entitlement of our service personnel to family home journeys shall be governed by the applicable statutory or collective bargaining agreement. The classes, tariffs or rates (e.g. mileage payment) claimed by our service personnel for the required means of transport (e.g. rental vehicle, taxi, public transport, airplane, ship) are set out in our price list for services valid at the time the service is provided.

5. Costs of tool maintenance

The rates charged for service personnel include the provision of basic tools, equipment and measuring instruments customary in the industry. If, however, special tools, equipment or measuring instruments are required for the performance of assembly, repair and other service work, these shall be invoiced separately in accordance with the price list.

6. Assembly, repair and service work that cannot be carried out

The services rendered in order to submit a cost estimate shall be invoiced to the customer if the work cannot be carried out for reasons for which we are not responsible, in particular because in the case of repair work the defect in question has occurred or replacement parts are not available through no fault of our own.

We shall be required to restore the customer's machine or plant to the condition it was in prior to the commencement of our performance only at the express request of the customer and against reimbursement of the costs, unless the work performed was not necessary.

7. Cooperation of the customer

7.1. The customer shall support our service personnel in the performance of assembly, repair and other service work at its own expense and shall grant them full operational protection as for its own staff.

7.2. The customer shall take the special measures necessary for the protection of persons and property at the place of use in accordance with the applicable accident prevention regulations. The customer must also inform our service personnel (or the head of the service group if several service employees are working at the same location) about existing safety and accident prevention regulations, insofar as these are relevant for our service personnel. The customer shall notify us of any violations of such safety regulations by the service personnel.

7.3. We shall make available any necessary communications equipment free-of-charge or for a reasonable fee.

7.4. We supply components and functionalities for the respective application but not complete system solutions. If the object of the service work undertaken is the commissioning of freely programmable computer controls from our product range on a machine or system of the customer, then in case of doubt only the creation and safeguarding of the functionalities and properties described in the technical documentation of our computer controls is owed. User programming, i.e. the determination and input of machine- or plant-specific control parameters, as well as the implementation of the respective procedural problem into a user program with knowledge and consideration of the machine laws and accident prevention regulations, is the responsibility of the customer and remains its responsibility. User programming carried out by us within the framework of assembly, repair and other services at the special request of the customer represents only user-supporting assistance. It is neither optimised in terms of time and functions nor guaranteed to function reliably in the event of all possible technical occurrences. Above all, however, with regard to safety-relevant aspects (personal protection), no systematic inspection has been carried out. Liability is therefore excluded.

8. Technical assistance from the customer

8.1. The customer shall be obliged to provide technical assistance at its own expense, in particular with regard to:

- Provision of the necessary suitable auxiliary personnel (e.g. plant operators, welders, carpenters, fitters and other skilled workers) in the number and for the time required for the service assignment. We shall not assume any liability for these auxiliary personnel, neither as vicarious agents nor as persons employed in the performance of our obligations. If a

defect or damage is caused by an auxiliary employee on the basis of instructions from the head of the service operation, the provisions of Sections 11 and 13 shall apply accordingly.

- Provision of all earthwork, construction, bedding and scaffolding work, including the procurement of the necessary construction materials and auxiliary materials.
- Provision of the object on which the work is to be performed in an instilled and cleaned condition.
- Provision of the necessary equipment and heavy tools (e.g. hoists, compressors) as well as the necessary materials and supplies (e.g. scaffolding timbers, wedges, underlays, cement, plaster and sealing materials, lubricants, fuels, driving ropes and belts).
- Provision of heating, lighting, operating power, and water, including the necessary connections.
- Provision of necessary, dry and lockable rooms for the equipment and tools brought along and for the service personnel.
- Transport to the place of use of the parts to be assembled or repaired, protection of the parts and materials to be assembled or repaired against harmful influences of any kind, as well as for cleaning the place of assembly or repair.
- Provision of suitable, safe recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the service personnel, in accordance with the applicable work site regulations.
- Provision of materials and performance of all other actions, in particular safety measures, which are necessary for the adjustment of the customer's machine or plant and, if applicable, for a contractually-agreed trial run.
- Provision and disposal of operating media, cleaning rags, oil binding agents, filter elements and packaging materials.
- Implementation of technical safety measures to protect the service personnel.

8.2. The technical assistance provided by the customer must ensure that the assembly, repair and service work can be started as soon as possible after the arrival of the service personnel and can be carried out without delay until the acceptance by the customer.

8.3. If the customer fails to fulfil its obligations, we shall be entitled, but not obligated, to perform the actions incumbent upon the customer in its stead and at its expense after setting a deadline. Otherwise, our statutory rights and claims shall remain unaffected.

9. Deadline for performance of assembly, repair and other services, delay (supplemented by Section 3 of the General Terms and Conditions for Deliveries and Services of Bosch Rexroth GmbH)

9.1. All information on the deadlines for the performance of our assembly, repair and other services is based on estimates and is therefore not binding. The customer may request the agreement of a binding deadline for the performance of the assembly, repair and other services only when the scope of the work has been determined.

9.2. A binding deadline for performance shall be deemed to have been met if the machine or plant which is the subject of the assembly, repair and other services is ready for acceptance or takeover by the customer or, in the case of a contractually-agreed trial run, for the performance thereof, by the expiry of such deadline.

9.3. In the case of additional and extension orders placed at a later date or in the case of necessary additional service work, an agreed execution period shall be extended by the time necessary for the execution.

9.4. If the installation, repair and other services are delayed due to force majeure or to other disruptions for which we are not accountable, e.g. war, terrorist attacks and acts, riots, epidemics, pandemics, natural disasters, extreme natural phenomena, import and export restrictions, limitations in energy supply, governmental measures or official directives, including those affecting sub-suppliers, the agreed periods for performing or delivery shall be extended by the duration of the event causing the delay, insofar as such impediments can be shown to have a significant influence on the completion of the assembly, repair and other services. This shall also apply if such circumstances arise after we have defaulted. The costs incurred as a result of the delay for which the customer is responsible shall be borne by the customer.

9.5. If we are in default and the customer thereby suffers proven damage, the customer shall be entitled to claim a lump-sum compensation for the delay, amounting to 0.5% for each full week of delay, but not exceeding a total of 5% of the price of the assembly, repair and other services for that part of the machine or plant to be assembled or repaired by us which cannot be used in due time due to the delay. If we are still in default after the aforementioned maximum compensation for default has been reached, the customer may withdraw from the contract after expiry of a deadline it set in writing.

10. Acceptance

10.1. The customer shall be obligated to accept the assembly, repair and other services as soon as it has been notified of their completion and a test of the object of the assembly, repair and other services has been carried out as provided for in the contract. If the service provided proves not to be in accordance with the contract, we shall be obliged to remedy the defect at our expense. This shall not apply if the defect is due to a circumstance attributable to the customer or if the defect is irrelevant to the customer's interests. If there is a minor defect, the customer may not refuse acceptance.

10.2. Acceptance shall be delayed through no fault of ours if acceptance is deemed to have taken place after the expiry of two weeks from notification of completion of the assembly, repair and other services.

10.3. After the acceptance has been carried out by the customer, the notification of defects that could be detected in the agreed type of acceptance shall be excluded unless the customer has expressly reserved the right to assert a specific defect at the time of acceptance.

11. Warranty

11.1. The customer shall notify us immediately of any defect discovered.

11.2. After acceptance of the assembly, repair and other services, we shall be liable for defects in such a way that we shall, at our discretion, remedy the defects or provide the assembly, repair and service again. If we are in default with the subsequent performance, the customer may demand a reduction of the remuneration or withdraw from the affected part of the order after the fruitless expiry of an appropriate period of at least two weeks set by us in writing. The aforementioned rights shall also apply in other cases of failure of the subsequent improvement.

11.3. Only in urgent cases of danger to operational safety and to prevent disproportionately large damage, of which we must be informed in writing, or if we have allowed a reasonable period of grace set by the customer to expire without action, shall the customer have the right, within the framework of the statutory provisions, to have the defect remedied itself or by third parties and to demand reimbursement of the necessary costs. In the event of a justified complaint, we shall bear the direct costs arising from the rectification of the defect, insofar as this does not result in an unreasonable burden.

11.4. Warranty claims shall not exist if the defect is due to a circumstance that is attributable to the customer or that is irrelevant to the customer's legitimate interests.

11.5. Warranty claims shall also be forfeited if the customer has made changes or repairs to the object of performance delivered by us without our approval and outside the scope of conventional maintenance measures.

11.6. Information and data as well as examples of drawings contained in general notes or instructions are for information purposes only, but do not constitute a warranty of certain properties of the goods.

11.7. Any further claims shall be governed exclusively by Clause 13 of these Terms and Conditions of Service.

12. Statute of limitations

All warranty claims of the customer are subject to a limitation period of six months.

13. Claims for damages (supplemented by Clause 9 of the General Terms and Conditions for Deliveries and Services of Bosch Rexroth GmbH)

13.1. If, during the provision of assembly, repair and other services, a (replacement) part used by us is damaged due to the fault of our service personnel, we shall repair or redeliver the part at our discretion and at our expense.

13.2. We shall be liable for damages and reimbursement of frustrated expenses within the meaning of Sections 1293 et seq. of the Austrian Civil Code (hereinafter "Damages") for breach of contractual or non-contractual obligations only in the following cases

- (i) in the event of intent or severe gross negligence,
- (ii) in the event of negligent or intentional injury to life, limb or health,
- (iii) due to the acceptance of a guarantee of quality or durability.
- (iv) by reason of compulsory liability under the Product Liability Act; or
- (vi) on the basis of other mandatory liability.

13.3. Compensation shall be limited to the foreseeable damage typical for the contract and to the amount of the price of the installation, repair and other services, unless there is intent or gross negligence or liability for injury to

life, limb or health or acceptance of a guarantee of quality.

13.4. Any further liability for damages than provided for in Clause 13 shall be excluded without regard to the legal nature of the claim asserted.

13.5. Insofar as liability for damages against us is excluded, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

14. Terms of payment (supplements Clause 14.1. of the General Terms and Conditions for Deliveries and Services of Bosch Rexroth GmbH)

14.1. Unless otherwise agreed in writing, payment for our assembly, repair and other services shall be made within 14 days of acceptance and handover or sending of the invoice without any deductions. We shall be entitled to demand a reasonable advance payment upon conclusion of the contract and to perform our assembly, repair and other services at our discretion also on a weekly, monthly or post-service basis.

14.2. A 10% handling charge will be applied to the cost of the work in progress.

14.3. The customer shall be entitled to a right of retention and a right of set-off only insofar as the counterclaims are not disputed or have been finally determined by a court of law.

15. Compensation by the customer

If, through no fault of our own, the equipment or tools provided by us are damaged during transport or at the place of use, or if they are lost through no fault of our own, the customer shall be obliged to compensate for such damage. Damage attributable to normal wear and tear shall be disregarded.

16. Partial invalidity

In the event of invalidity of individual provisions, the remaining provisions shall remain binding.

17. Place of jurisdiction

The court of jurisdiction for legal disputes between us and the customer shall be the competent court in Linz or the seat of the sending plant that fulfils the order, whereby we shall also be entitled to bring actions before

other courts for which the customer has a statutory court of jurisdiction.

18. Applicable law

All legal relations between us and the purchaser shall be governed exclusively by Austrian law, to the exclusion of conflict-of-law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

19. Service contact:

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