

General Terms and Conditions for Deliveries and Services of Bosch Rexroth GmbH

The following terms and conditions (hereinafter: "GTC") apply to all deliveries and services provided against payment by Bosch Rexroth GmbH, Industriestraße 18, 4061 Pasching, Austria (hereinafter: "BOSCH REXROTH") to the customer (hereinafter: "CUSTOMER"). If software is provided via a software license management system, the "Registration and Terms of Use for Digital Services of Bosch Rexroth AG" shall apply in addition. For assembly and repair work, the "Supplementary Service Conditions for Assembly, Repair, and Other Services of Bosch Rexroth AG" shall also apply. If software is developed or adapted for a specific customer (CUSTOM SOFTWARE), the General Terms and Conditions for Software, Work, and Services of Bosch Rexroth GmbH shall apply. These conditions can be accessed at <https://www.boschrexroth.com/en/at/legal-notice/>. General terms and conditions of the CUSTOMER shall not apply and are hereby expressly rejected. This applies even if reference is made to the CUSTOMER's general terms and conditions within the scope of an order or in other documents of the CUSTOMER, and BOSCH REXROTH does not expressly object.

1. Definitions

- 1.1 **AFFILIATED COMPANY:** Every legal entity which is controlled by a party, which controls a party, or which is jointly-controlled together with a party. Control is deemed to exist where more than fifty percent (50 %) of the capital shares or voting rights is held or where the corporate management and policy are controlled either directly or indirectly on the basis of capital shares, by virtue of agreements or in any other way.
- 1.2 **DATA:** Collective term for all the data exchanged and processed under the provision of PRODUCTS free of charge.
- 1.3 **DATA ACT:** Regulation (EU) No 2854/2023.
- 1.4 **DIRECTLY ACCESSIBLE DATA:** ORIGINAL DATA directly accessible by the PRODUCT within the meaning of the DATA ACT.
- 1.5 **DOCUMENTATION:** All information necessary to be able to work with the SOFTWARE in accordance with the designated purpose.
- 1.6 **ENGINEERING SOFTWARE:** SOFTWARE with which certain PRODUCTS can be selected, calculated, dimensioned and/or configured and/or a toolbox comprising SOFTWARE components and development environment to support the CUSTOMER when creating/changing SOFTWARE and/or (potentially non-executable) simulation models, with which a system simulation for the design, configuration and/or validation of specific components and systems can be performed.
- 1.7 **FOSS:** Free and Open Source SOFTWARE and third-party software under a free license.
- 1.8 **TRADE SECRETS** are all trade secrets and business or technical information made accessible by Bosch (including characteristics that can be derived from objects, documents or software provided, as well as other knowledge or experience), regardless of whether they are marked as confidential or not.
- 1.9 **LICENSE TYPE:** Determines the scope of SOFTWARE use and the number of users. BOSCH REXROTH distinguishes the following LICENSE TYPES:
 - i. **Single/Workstation License:** the SOFTWARE may be used on a single TARGET HARDWARE.
 - ii. **Volume/Multiple License:** a certain number of single licenses.
 - iii. **Network/Server/Copy or Floating License:** the SOFTWARE may be installed on a network server or on any number of TARGET HARDWARE integrated into the local network. In this case, the SOFTWARE may only be used simultaneously on a certain number of TARGET HARDWARE or workstations.
 - iv. **Company License:** the SOFTWARE may be used at the CUSTOMER's company at the agreed-upon locations.
- 1.10 **LICENSE INFRINGEMENT:** Use of the SOFTWARE beyond the agreed usage rights.
- 1.11 **ORIGINAL DATA:** DATA falling within the scope of the DATA ACT, i.e., raw data, metadata and interpretable (if necessary for later transmission or analysis or made

understandable pre-processed) DATA.

- 1.12 **PRODUCT:** GOODS and/or SOFTWARE.
- 1.13 **PROPERTY RIGHT:** Industrial PROPERTY RIGHT or copyright of a third party or of the CUSTOMER.
- 1.14 **READILY AVAILABLE DATA:** DATA pursuant to Article 2 No. 17 DATA ACT, i.e. ORIGINAL DATA, for which the PRODUCT does not provide direct access that is easily accessible to BOSCH REXROTH.
- 1.15 **SECONDARY DATA:** DATA that does not fall within the scope of the DATA ACT, i.e. were made understandable.
- 1.16 **SHORTFALL IN LICENSE COVER:** Use of the SOFTWARE beyond the agreed right of use.
- 1.17 **SOFTWARE:** stand-alone software included in the scope of delivery of BOSCH REXROTH or software flashed onto GOODS or TARGET HARDWARE, which was developed for an undefined group of customers.
- 1.18 **CUSTOM SOFTWARE:** Software developed or adapted for a specific customer.
- 1.19 **GOODS:** tangible delivery items included in the scope of delivery of BOSCH REXROTH.
- 1.20 **TARGET HARDWARE:** GOODS or a customer-side device on which the SOFTWARE is installed. Unless otherwise agreed, the term TARGET HARDWARE refers to a single physical or virtual environment/instance.

2. General Provisions

- 2.1 For terms capitalized in these GTC, the meaning shall be in accordance with the preamble or the definitions in Section 1.
- 2.2 Oral ancillary agreements are invalid unless they have been confirmed in writing by BOSCH REXROTH before or at the time of conclusion of the contract.
- 2.3 Offers from BOSCH REXROTH are non-binding and subject to change without notice and to availability, insofar as BOSCH REXROTH offers components manufactured by third parties outside the group.
- 2.4 Unless otherwise stated in the CUSTOMER's order, the CUSTOMER is bound to its offer for three weeks.
- 2.5 Contracts are only concluded upon written order confirmation or actual performance by delivery of the goods or provision of the service by BOSCH REXROTH.
- 2.6 Cost estimates are non-binding and - unless otherwise expressly agreed - subject to a fee. Dimensions, package dimensions, weights, illustrations, simulation results, and drawings are only binding for execution if this is expressly confirmed in writing and remain the intellectual property of BOSCH REXROTH. Any utilization, duplication, reproduction, distribution and handing over to third parties, publication, and presentation requires the express written consent of BOSCH REXROTH.
- 2.7 The information contained in BOSCH REXROTH's price lists, catalogs, and advertising media does not constitute an offer and does not contain any service-determining information within the meaning of § 922 para. 2 ABGB (Austrian Civil Code), unless otherwise agreed in writing.
- 2.8 The CUSTOMER is always the person who places an

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order, unless they disclose that they are acting in the name and on behalf of a third party and, at the same time as placing the order, provide the contact details of the third party, including the billing address. If the person placing the order cannot prove a power of attorney relationship, they shall be liable for all obligations arising from the order.

- 2.9 These terms and conditions shall also apply to all future deliveries to the CUSTOMER until new terms and conditions of delivery from BOSCH REXROTH come into effect.

3. Prices

- 3.1 Invoicing is based on the list prices valid at the time of delivery plus value-added tax (VAT).
- 3.2 VAT will only be omitted if the conditions for tax exemption are met. For deliveries within EU member states (intra-Community deliveries): the CUSTOMER must cooperate immediately and appropriately in providing proof of delivery. In particular, BOSCH REXROTH may request a dated and signed confirmation of receipt of the delivery. The confirmation must contain at least the name and address of the recipient of the PRODUCT, the quantity and commercial description of the PRODUCT, the place and date of receipt of the PRODUCT. In addition, the CUSTOMER must provide their valid VAT ID No. If the corresponding proof is not provided, the VAT exemption for the deliveries does not apply. If the CUSTOMER does not fulfill this obligation to cooperate, they shall reimburse BOSCH REXROTH for the resulting VAT and any official surcharges.
- 3.3 Unless otherwise agreed, prices are FCA shipping point of the delivering plant (Incoterms® 2020) excluding packaging costs.
- 3.4 BOSCH REXROTH is entitled to increase prices and obliged to reduce them if, after submission of the offer or conclusion of the contract, changes occur in relation to the factors forming the original price that are beyond the control and will of BOSCH REXROTH, in particular changes in labor costs (e.g., due to collective bargaining agreement increases) or material price changes. This also applies if the price increase or decrease was not unforeseeable. The adjustment is made in such a way that the increase (or decrease) in costs attributable to the goods or services is borne by (or benefits) the CUSTOMER. The price-changing factors will be proven to the CUSTOMER upon written request.
- 3.5 Deliveries of spare parts and return of repaired goods, insofar as they are not covered by the warranty, are subject to a reasonable shipping and packaging cost flat rate in addition to the remuneration for the service provided by BOSCH REXROTH.
- 3.6 Services, in particular installation, maintenance and/or repair work as well as training, are charged according to BOSCH REXROTH's currently valid hourly rates.

4. Payment Terms

- 4.1 Unless otherwise agreed in writing, payment must be made within 30 days of the invoice date without any deduction. However, BOSCH REXROTH may also make delivery conditional upon simultaneous payment (e.g., by cash on delivery or direct debit) or advance payment.
- 4.2 BOSCH REXROTH is entitled to apply payments, even if designated otherwise, to the oldest due claim.
- 4.3 In the event of late payment, BOSCH REXROTH is entitled to charge default interest at a rate of 9.2 percentage points above the base interest rate, but at least 12% per annum. The assertion of further damages is reserved.
- 4.4 Payment by bill of exchange is only permissible after prior written agreement with BOSCH REXROTH. Bills of exchange and checks are only accepted on account of performance and are only considered payment after

redemption. The CUSTOMER shall bear the costs for redeeming the bill of exchange or check.

- 4.5 If the CUSTOMER defaults on payment, BOSCH REXROTH is entitled to declare all outstanding claims due and to demand immediate cash payment with respect to all due and declared due claims from the business relationship. This right is not excluded by a deferment or acceptance of bills of exchange or checks. If the claim for payment of the owed remuneration is endangered by the CUSTOMER's inability to pay, BOSCH REXROTH is also entitled to refuse performance and – if necessary, after setting a deadline – to withdraw from the contract.
- 4.6 In the event of a significant deterioration in the CUSTOMER's financial circumstances, but at the latest upon filing for or commencement of insolvency or reorganization proceedings, BOSCH REXROTH is entitled to unilaterally change the payment method to prepayment.
- 4.7 Notes on payment slips not originating from BOSCH REXROTH are not read due to electronic processing and therefore have no declaratory value; they are therefore legally ineffective.
- 4.8 The CUSTOMER is only entitled to offset counterclaims and withhold payments insofar as its counterclaims are undisputed or legally established.
- 4.9 The CUSTOMER further undertakes to bear reasonable reminder fees, the reminder costs of any creditor protection association pursuant to the Regulation of the Federal Minister for Economic Affairs on the Maximum Rates of Debt Collection Agencies, Federal Law Gazette BGBl. 141/1996 as amended, and the costs of intervening lawyers, insofar as they were expedient and necessary.
- 4.10 The place of performance for all payments by or for the CUSTOMER is the registered office of BOSCH REXROTH. Payments must be credited to BOSCH REXROTH's account on the due date.

5. Delivery, Delivery Periods, Delay, Acceptance of Deliveries

- 5.1 The commencement and adherence to agreed delivery periods are subject to the fulfillment of the CUSTOMER's obligations to cooperate, in particular the timely receipt of all provided materials, documents, approvals, inspections, releases to be delivered by the CUSTOMER, compliance with the agreed payment terms, in particular payment of agreed down payments or opening of a letter of credit. If these prerequisites are not fulfilled properly and in a timely manner, the delivery periods shall be extended accordingly; this does not apply if BOSCH REXROTH is solely responsible for the delay.
- 5.2 Unless otherwise agreed, SOFTWARE is delivered or made available for download in the version specified in the DOCUMENTATION. The CUSTOMER is responsible for installing the SOFTWARE. If the provision is made by means of a data carrier or pre-installed on TARGET HARDWARE, it may not contain the version specified in the DOCUMENTATION. BOSCH REXROTH's delivery obligation is fulfilled with the provision of the update. The CUSTOMER is obligated to perform the update.
- 5.3 In the event of a change in the order, the delivery period shall recommence upon confirmation of the change by BOSCH REXROTH. Agreed penalties shall be cancelled by the change in the order.
- 5.4 If the failure to meet delivery deadlines is due to force majeure and other disruptions for which BOSCH REXROTH is not responsible, e.g., war, terrorist attacks, import and export restrictions, government measures or official orders, including those affecting suppliers, as well as circumstances for which BOSCH REXROTH is not responsible, such as delay, non-performance or defective performance by BOSCH REXROTH's suppliers, the agreed delivery periods shall be extended by the duration of the hindrance. This also applies to industrial action

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affecting BOSCH REXROTH or BOSCH REXROTH's suppliers.

- 5.5 Delivery delays do not entitle the CUSTOMER to assert any claims, regardless of the legal basis.
- 5.6 The CUSTOMER may only withdraw from the contract in the event of delivery delays if BOSCH REXROTH is responsible for the delay.
- 5.7 If the CUSTOMER defaults in acceptance or culpably violates other obligations to cooperate, BOSCH REXROTH is entitled to demand compensation for the damages incurred by us, including additional expenses, in the amount of 0.5% of the price of the delivery items per commenced month, up to a maximum of 5% of the price of the delivery items. The contracting parties reserve the right to prove higher or lower additional expenses. Further claims due to default in acceptance remain unaffected.
- 5.8 Partial deliveries and corresponding invoices are permissible unless they are unreasonable for the CUSTOMER.
- 5.9 The CUSTOMER may not refuse acceptance of deliveries due to insignificant defects.

6. Transfer of Risk

- 6.1 Delivery is FCA shipping point of the delivering plant (Incoterms® 2020), unless expressly agreed otherwise in writing. This also applies to the provision of SOFTWARE by means of a data carrier or for SOFTWARE pre-installed on TARGET HARDWARE, with its delivery.
- 6.2 Alternatively, delivery and transfer of risk of SOFTWARE shall be effected, at the discretion of BOSCH REXROTH, by providing the SOFTWARE as a download or transmitting the information required for the download.
- 6.3 The choice of shipping method and shipping route shall be at the discretion of BOSCH REXROTH. This is without liability for the cheapest or fastest delivery.
- 6.4 Transport shall be at the expense and risk of the CUSTOMER, even for partial deliveries.
- 6.5 Even for goods that are unloaded free to the construction site or that are delivered at the expense of BOSCH REXROTH, the risk shall pass to the CUSTOMER at the time of handover to the carrier.
- 6.6 At the request and expense of the CUSTOMER, deliveries from BOSCH REXROTH will be insured against the usual transport risks.
- 6.7 The place of performance is agreed to be Linz, regardless of the place of delivery or service.

7. Complaints and Notices of Defects

- 7.1 Obvious material defects must be reported by the CUSTOMER in writing immediately after receipt of the goods. Cardboard stickers, content labels, and control slips enclosed with the shipment must be sent with the complaint. Hidden material defects must be reported by the CUSTOMER in writing immediately after discovery.
- 7.2 The complaint should contain a description of the defect or, in the case of SOFTWARE, the time of occurrence of the defect and the detailed circumstances.
- 7.3 Transport damage or shortfalls must be reported in writing within 24 hours of receipt of the goods, stating precisely the damage that occurred and/or the number and exact product designation of the defective or missing goods.
- 7.4 The date of receipt of the complaint by BOSCH REXROTH shall be decisive.
- 7.5 If a notice of defect is unjustified, BOSCH REXROTH is entitled to demand reimbursement of the expenses incurred from the CUSTOMER, unless the CUSTOMER proves that they are not at fault with regard to the

unjustified notice of defect.

- 7.6 Notices of defects do not entitle the CUSTOMER to withhold invoice amounts, either partially or in full.
- 7.7 If material defects, transport damage, or shortfalls are not reported in a timely manner, warranty claims, claims based on mistake, and claims for damages are excluded.

8. Warranty

- 8.1 The quality of the PRODUCT shall be determined exclusively by the description of the PRODUCT provided by BOSCH REXROTH prior to the conclusion of the contract or agreed upon in a separate document (e.g., in the DOCUMENTATION or catalog). This applies in particular to the properties relating to IT security. The information contained therein is to be understood exclusively as performance specifications and not as guarantees. A guarantee is only granted if it has been expressly designated as such in writing by BOSCH REXROTH prior to the conclusion of the contract. No further quality is owed and, in particular, no further quality arises from public statements or advertising by BOSCH REXROTH's sales partners. BOSCH REXROTH is not obligated to provide services that go beyond the warranty.
- 8.2 BOSCH REXROTH provides a warranty for defects for six (6) months after handover. The CUSTOMER's warranty rights and claims for price reduction or rescission of the contract shall expire one (1) month after the expiry of the warranty period.
- 8.3 The limitation period for material defects shall commence:
 - i. for vehicle and engine equipment products, at the time the goods are put into operation, i.e., for original equipment, with the initial registration, in other cases with the installation, but no later than 6 months after delivery of the item or readiness for delivery (transfer of risk);
 - ii. in all other cases, with the delivery of the item or readiness for delivery (transfer of risk).
- 8.4 For partial deliveries, the warranty period shall commence with the delivery (transfer of risk) of the respective part.
- 8.5 BOSCH REXROTH must be given the opportunity to examine the alleged defect and acknowledge it as such. The presumption of defectiveness according to § 924 ABGB (Austrian Civil Code) is excluded. If a material defect exists within the warranty period, the cause of which already existed at the time of the transfer of risk, BOSCH REXROTH may, at its discretion, as primary remedies under warranty, either rectify the defect or deliver a defect-free item. The rejected product must be sent to BOSCH REXROTH or the nearest customer service center recognized by BOSCH REXROTH for the respective product area for repair.
- 8.6 The warranty period shall be suspended for the duration of the time required to carry out primary remedies under warranty. It does not restart and is not otherwise extended.
- 8.7 If the primary remedies under warranty fail, the CUSTOMER may, in accordance with the statutory provisions, declare the rescission of the contract or demand a price reduction.
- 8.8 Claims of the CUSTOMER for expenses required for the purpose of primary remedies under warranty, in particular transport, travel, labor, and material costs, are excluded.
- 8.9 Warranty claims do not exist in the case of only insignificant deviations from the agreed quality or in the case of only insignificant impairment of usability. Further rights remain unaffected.
- 8.10 Material defects are not:
 - i. normal wear and tear;
 - ii. characteristics of the goods or damage that occurs after

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the transfer of risk as a result of improper handling, storage or installation, or non-compliance with installation and handling instructions or excessive strain or use, or unsuitable operating materials, commissioning or maintenance;

iii. characteristics of the goods or damage that arises due to force majeure, special external influences that are not assumed under the contract, or due to the use of the goods outside the use assumed or customary under the contract;

iv. modifications to the goods by the CUSTOMER or another third party, unless the defect is not causally related to this modification;

v. non-reproducible software errors.

vi. errors in the SOFTWARE caused by application errors on the part of the CUSTOMER and which could have been avoided with careful consultation of the DOCUMENTATION; application errors also include non-existent or insufficient backup measures according to Section 18.7, which would have prevented data loss.

vii. errors that are based on the fact that the SOFTWARE was used in an operating environment other than that approved by BOSCH REXROTH, or that are attributable to errors in the TARGET HARDWARE, the operating system, or software from other manufacturers.

8.11 BOSCH REXROTH shall not be liable for the quality of the goods based on the design or the choice of material if the CUSTOMER has specified the design or material. Any obligation to warn is waived.

8.12 For SOFTWARE that the CUSTOMER or a third party has extended or modified via an interface provided by BOSCH REXROTH for this purpose, BOSCH REXROTH shall only be liable for defects occurring up to the interface. The CUSTOMER shall indemnify BOSCH REXROTH in this respect from any claims by third parties, regardless of the legal basis of the claim.

8.13 Unless otherwise agreed in a separate agreement, it is the CUSTOMER's responsibility to ensure the IT security of its systems by choosing appropriate technical and/or organizational measures when integrating/using the PRODUCT, taking into account the nature of the PRODUCT. This applies in particular if the CUSTOMER is the operator of a critical infrastructure within the meaning of § 2 para. 10 of the BSI Act (German IT Security Act).

8.14 Information and data contained in general notes or instructions, as well as drawing examples, serve only for information purposes; however, they do not represent an assurance of specific characteristics of the goods.

8.15 Recourse claims of the CUSTOMER against BOSCH REXROTH only exist with regard to hidden material defects and insofar as the CUSTOMER has not made any agreements with its customer that go beyond the statutory warranty claims, e.g., goodwill arrangements.

8.16 The CUSTOMER must give BOSCH REXROTH or a third party obligated to provide warranty services the necessary time and opportunity to carry out the warranty work. The CUSTOMER is only entitled to carry out such work itself with the consent of BOSCH REXROTH, except in the cases of § 932 ABGB (Austrian Civil Code). BOSCH REXROTH shall bear the expenses required for the warranty within a scope that must be in reasonable proportion to the value of the item in a defect-free condition, to the significance of the defect, and/or to the possibility of obtaining warranty in another way; any costs exceeding this shall be borne by the CUSTOMER.

8.17 In the event of unjustified assertion of warranty claims, in particular in the event of replacement of the goods or withdrawal from the contract, BOSCH REXROTH is entitled to charge the CUSTOMER a reasonable usage fee and compensation for the reduction in value of the service, but at least 25% of the agreed net fee.

8.18 If it turns out that warranty claims are asserted unjustifiably, BOSCH REXROTH will charge the CUSTOMER the full costs incurred for the alleged damage evaluation, including travel costs, according to BOSCH REXROTH's current hourly rates.

8.19 BOSCH REXROTH's obligation to pay damages and compensation for frustrated expenses due to material defects is otherwise governed by Section 10. Further or other claims of the CUSTOMER than those regulated in this Section 8 due to culpable material defects are excluded.

8.20 The provisions of this Section 8 shall apply mutatis mutandis to defects of title not based on the infringement of third-party property rights.

8.21 The obligation to update according to § 7 VGG (Austrian Consumer Protection Act) is waived.

9. Intellectual Property Rights

9.1 BOSCH REXROTH shall be liable for claims arising from the infringement of INTELLECTUAL PROPERTY RIGHTS if at least one INTELLECTUAL PROPERTY RIGHT from the intellectual property right family has been published either by the European Patent Office or in one of the following countries: Germany, France, Great Britain, Austria, or the USA.

9.2 The prerequisites for liability according to Section 9.1 are that:

i. the INTELLECTUAL PROPERTY RIGHT is not and was not owned by the CUSTOMER or an affiliated company (within the meaning of § 15 AktG [Austrian Stock Corporation Act]) of the CUSTOMER, and

ii. the CUSTOMER is not responsible for the infringement of INTELLECTUAL PROPERTY RIGHTS.

9.3 Claims of the CUSTOMER are excluded if the PRODUCT is manufactured according to the CUSTOMER's specifications or instructions, or the (alleged) infringement of the INTELLECTUAL PROPERTY RIGHT results from the use in conjunction with another product not originating from BOSCH REXROTH, or the PRODUCT is used in a manner that was not foreseeable for BOSCH REXROTH.

9.4 Claims against BOSCH REXROTH under this Section 9 are subject to the provision that the CUSTOMER:

i. informs BOSCH REXROTH immediately of the assertion of claims by third parties,

ii. provides BOSCH REXROTH with a copy of all correspondence relating thereto with the claimant and courts immediately upon receipt,

iii. provides BOSCH REXROTH with the information necessary to defend against the claim,

iv. at BOSCH REXROTH's request, allows BOSCH REXROTH to control the conduct of the proceedings by the CUSTOMER and grants BOSCH REXROTH the final decision-making authority regarding the conclusion of any judicial and extrajudicial settlements, and

v. supports BOSCH REXROTH to a reasonable extent in defending against claims by third parties.

9.5 If the CUSTOMER is either legally enjoined from using the PRODUCT or any part thereof, or if a temporary injunction is served on the CUSTOMER, BOSCH REXROTH shall, at its own discretion, either procure for the CUSTOMER the right to continue using the PRODUCT, replace or modify the PRODUCT while maintaining the agreed functionalities in order to remedy the infringement. If the aforementioned alternatives cannot be implemented by BOSCH REXROTH under reasonable conditions, both parties have the right to withdraw from the contract. Insofar as is reasonable for the CUSTOMER, withdrawal shall only take place to the extent necessary to remedy the

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infringement. BOSCH REXROTH reserves the right to take the measures available under this Section 9.5 sentence 1 even if the infringement of INTELLECTUAL PROPERTY RIGHTS has not yet been legally established or acknowledged by BOSCH REXROTH.

- 9.6 BOSCH REXROTH's obligation to pay DAMAGES for infringement of INTELLECTUAL PROPERTY RIGHTS is otherwise governed by Section 10.
- 9.7 Sections 8.2, 8.3 and 8.6 apply mutatis mutandis to the limitation of claims based on the infringement of INTELLECTUAL PROPERTY RIGHTS.
- 9.8 Further or other claims of the CUSTOMER than those regulated in this Section 9 due to the infringement of third-party INTELLECTUAL PROPERTY RIGHTS are excluded.

10. Compensation for Damages

- 10.1 BOSCH REXROTH shall only be liable for compensation for damages and reimbursement of frustrated expenses (hereinafter "compensation for damages") due to breach of contractual or non-contractual obligations:
- in case of intent or gross negligence,
 - in case of negligent or intentional injury to life, limb, or health,
 - due to the assumption of a guarantee,
 - due to mandatory liability under the Product Liability Act, or
 - due to other mandatory liability.
- 10.2 Should the CUSTOMER be held liable under the Product Liability Act, it waives any recourse against BOSCH REXROTH.
- 10.3 Liability for consequential damages, pure financial losses, and lost profits is excluded.
- 10.4 BOSCH REXROTH shall not be liable for SOFTWARE, in particular for damages incurred by the CUSTOMER due to failure to back up data according to Section 18.7 or due to improper operation or non-intended use.
- 10.5 If the CUSTOMER asserts claims for damages against BOSCH REXROTH, the CUSTOMER is obligated to provide proof both with regard to the causation and the fault of BOSCH REXROTH.
- 10.6 Any further liability for damages than provided for in Section 10 is – irrespective of the legal nature of the asserted claim – excluded. This applies in particular to claims for damages arising from fault in the conclusion of the contract, due to other breaches of duty, or due to tortious claims for compensation for material damage pursuant to § 1293 et seq. ABGB (Austrian Civil Code).
- 10.7 Insofar as liability for damages against BOSCH REXROTH is excluded, this also applies with regard to the personal liability for damages of BOSCH REXROTH's employees, representatives, and vicarious agents.

11. Retention of Title and Right of Retention

- 11.1 BOSCH REXROTH retains title to the delivered goods until full payment of all claims to which BOSCH REXROTH is entitled from the delivery of goods, regardless of the legal basis.
- 11.2 If maintenance and inspection work is required on the goods subject to retention of title, the CUSTOMER must carry this out at its own expense in a timely manner.
- 11.3 The CUSTOMER is entitled to process or combine BOSCH REXROTH's products within the scope of its ordinary business operations. BOSCH REXROTH acquires co-ownership of the products resulting from the processing or combination to secure its claims mentioned in Section 11.1, which the CUSTOMER hereby assigns to BOSCH REXROTH. The CUSTOMER has the contractual ancillary obligation to store the items subject to BOSCH

REXROTH's co-ownership free of charge. The amount of BOSCH REXROTH's co-ownership share is determined by the ratio of the value of the BOSCH REXROTH product (calculated according to the final invoice amount including VAT) and the item created by the processing or combination at the time of processing or combination.

- 11.4 During the existence of a retention of title, resale to a third party is only permissible within the scope of ordinary business operations and subject to the retention of title. The CUSTOMER hereby assigns to BOSCH REXROTH all claims to which it is entitled from the resale of the BOSCH REXROTH product, together with ancillary rights, in full and undertakes to make a corresponding note in its books or on its invoices (in the case of EDP accounting, this assignment must also be made visible in the open items list). The assigned claims serve to secure BOSCH REXROTH's claims according to Section 11.1.
- 11.5 The CUSTOMER is entitled to collect the assigned claims as long as it meets its payment obligations to BOSCH REXROTH. The CUSTOMER must inform the respective debtors of the assignment and issue BOSCH REXROTH suitable documents regarding the assignment of the claims at the CUSTOMER's expense.
- 11.6 At BOSCH REXROTH's request, the CUSTOMER must immediately disclose in writing to whom it has sold goods owned or co-owned by BOSCH REXROTH and which claims it still has from the resale.
- 11.7 The CUSTOMER is not entitled to make other dispositions regarding the items subject to BOSCH REXROTH's retention of title or co-ownership. The CUSTOMER must immediately notify BOSCH REXROTH of any seizures or other legal encumbrances of the items owned wholly or partially by BOSCH REXROTH. The CUSTOMER shall bear all costs that must be incurred to remove third-party access to BOSCH REXROTH's reserved property and to procure a replacement of the item, insofar as they cannot be recovered from third parties. In the event that a legal transaction fee is triggered by a security assignment agreed upon in individual cases, this shall be borne by the CUSTOMER.
- 11.8 In the event of default in payment or other culpable breach of essential contractual obligations by the CUSTOMER, BOSCH REXROTH is entitled to declare the entire outstanding residual debt due. Even if a later due date has been agreed for individual invoices or an enclosed bill of exchange, BOSCH REXROTH is entitled to demand the surrender of the goods subject to its retention of title, excluding any rights of retention of the CUSTOMER. Upon assertion of the retention of title, the CUSTOMER must immediately grant BOSCH REXROTH or BOSCH REXROTH's authorized representatives access to the goods subject to retention of title and surrender them. If BOSCH REXROTH exercises this right, there shall only be a withdrawal from the contract – notwithstanding other mandatory statutory provisions – if BOSCH REXROTH expressly declares this in writing.
- 11.9 After taking back the goods, BOSCH REXROTH is obligated to either sell the item and credit the sales price achieved, less its own expenses, to the CUSTOMER's remaining obligations or to take back the goods at the invoice price, less any reduction in value, and charge the CUSTOMER a reasonable fee for the period of use, but at least 25% of the purchase price.
- 11.10 The CUSTOMER must insure goods belonging to BOSCH REXROTH against all risks and provide BOSCH REXROTH with proof of insurance upon request.
- 11.11 BOSCH REXROTH is entitled to retain items handed over to BOSCH REXROTH for repair until all outstanding claims have been settled, even to secure claims from other legal transactions. BOSCH REXROTH is released from any obligation to carry out warranty work as long as the CUSTOMER is in arrears with payment.

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11.12 The CUSTOMER shall have no right of retention of any kind.

12. Withdrawal

12.1 In the event of breach of contract by the CUSTOMER, in particular in the event of default in payment, BOSCH REXROTH is entitled, without prejudice to other contractual and statutory rights, to withdraw from the contract after expiry of a reasonable grace period.

12.2 BOSCH REXROTH is entitled to withdraw without setting a grace period if:

i. the CUSTOMER has ceased its payments;

ii. there is or threatens to be a significant deterioration in the CUSTOMER's financial circumstances, thereby jeopardizing the fulfillment of a payment obligation to BOSCH REXROTH;

iii. the CUSTOMER applies for the opening of insolvency proceedings or comparable proceedings for debt settlement over its assets; or

iv. the CUSTOMER is insolvent or over-indebted.

12.3 After declaration of withdrawal, the CUSTOMER must immediately grant BOSCH REXROTH or BOSCH REXROTH's authorized representatives access to the GOODS subject to retention of title and surrender them. After appropriate timely notification, BOSCH REXROTH may utilize the GOODS subject to retention of title according to Section 11 elsewhere to satisfy BOSCH REXROTH's due claims against the CUSTOMER.

12.4 The CUSTOMER must delete or destroy all data carriers, copies of the SOFTWARE, including backup copies according to Section 17.2, and the provided DOCUMENTATION and confirm this to BOSCH REXROTH in writing upon request. The same applies in the case of subsequent delivery according to Section 8.4.

12.5 Statutory rights and claims are not restricted by the provisions contained in this Section 12. In the event of withdrawal according to Sections 12.1 and 12.2, BOSCH REXROTH is entitled to a cancellation fee of 25% of the total purchase price as well as further damages, unless otherwise agreed.

13. Export Control

13.1 BOSCH REXROTH and the COSTUMER are entitled to refuse performance of the contract if this is rendered impossible or prohibited by foreign trade regulations, in particular national and international (re-)export control and customs regulations, including embargos and other government sanctions applicable to this contract and/or the performance of the contract (hereinafter "Foreign Trade Regulations"). In these cases, both BOSCH REXROTH and the COSTUMER are entitled to terminate this contract in whole or in part, insofar as these Foreign Trade Regulations make the proper performance of this contract impossible or prohibit it. If, in the case of partial termination, partial performance is excluded for technical or legal reasons, or if BOSCH REXROTH or the COSTUMER has no interest in partial performance, the termination leads to the termination of the entire contract.

13.2 If performance of the contract is delayed due to approval, licensing or similar requirements or due to other procedures under Foreign Trade Regulations (hereinafter collectively "Approval"), agreed deadlines and dates shall be extended/postponed by the period between the conclusion of the contract and the granting of Approval. If an Approval is refused or not granted within 12 months of application, both BOSCH REXROTH and the COSTUMER are entitled to withdraw from the contract in whole or in part insofar as performance of the contract requires Approval. If partial performance is excluded for technical or legal reasons or if BOSCH REXROTH or the COSTUMER has no interest in partial performance,

termination leads to the termination of the entire contract.

13.3 BOSCH REXROTH and the COSTUMER shall inform each other immediately upon becoming aware of Foreign Trade Regulations which may lead to the restrictions, prohibitions or delays mentioned in Sections 13.1 and 13.2.

13.4 The COSTUMER is obligated to provide BOSCH REXROTH, upon request, with all information and documents that BOSCH REXROTH requires to comply with Foreign Trade Regulations or the submission of which is requested from BOSCH REXROTH by authorities. This may include, in particular, information on the end user, the place of destination and the (final) intended use of the deliveries and services. BOSCH REXROTH is entitled to withdraw from the contract or refuse performance if the COSTUMER does not provide BOSCH REXROTH with this information and documents within a reasonable period set by BOSCH REXROTH.

13.5 If the COSTUMER transfers deliveries and services from BOSCH REXROTH to a third party (including affiliated companies of the COSTUMER), the COSTUMER undertakes to comply with the Foreign Trade Regulations insofar as non-compliance could lead to a breach of acts or omissions under Foreign Trade Regulations for BOSCH REXROTH. If the COSTUMER breaches this obligation, BOSCH REXROTH is entitled to refuse performance of the contract to the extent to which this breach of obligation could lead to a breach of acts or omissions under Foreign Trade Regulations for BOSCH REXROTH, or to terminate this contract to this extent for good cause.

13.6 Insofar as the COSTUMER procures from BOSCH REXROTH products that fall within the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EC) 765/2006, each as amended, the following shall apply:

13.6.1 The COSTUMER is prohibited from selling, exporting or re-exporting, directly or indirectly, any goods and technology supplied under or in connection with this contract that fall within the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EC) 765/2006, each as amended, to the Russian Federation or to Belarus or for use in the Russian Federation or Belarus.

13.6.2 The COSTUMER is obligated to use its best endeavours to ensure that the purpose of 13.6.1 is not frustrated by third parties in the downstream supply chain, including potential resellers.

13.6.3 The COSTUMER is obligated to establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the downstream supply chain, including potential resellers, that would frustrate the purpose of Section 13.6.1.

13.6.4 If the COSTUMER breaches Sections 13.6.1, 13.6.2 or 13.6.3 of this contract, at least negligently, this entitles BOSCH REXROTH to immediately cease further deliveries to the COSTUMER and to terminate this contract and any contracts concluded under this contract, insofar as they have not yet been fully performed, at any time. In this case, no prior warning is required. The statutory right of both parties to terminate this contract at any time for good cause remains unaffected.

13.6.5 The COSTUMER is obligated to inform BOSCH REXROTH immediately of any problems in applying Sections 13.6.1, 13.6.2 or 13.6.3, including any relevant activities of third parties that could frustrate the purpose of Section 13.6.1. The COSTUMER shall provide BOSCH REXROTH with information on compliance with the obligations under Sections 13.6.1, 13.6.2 or 13.6.3 within two weeks of informal request for this information.

13.7 For deliveries by the COSTUMER across customs borders to BOSCH REXROTH, the COSTUMER is obligated to

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enclose all necessary documents and information, such as commercial invoice and delivery note, for a complete and correct import customs declaration of the delivery. For free deliveries to BOSCH REXROTH, the CUSTOMER is obligated to state a value in the pro forma invoice that reflects a market price and the following note: "For Customs Purpose Only". When determining the value, all components of the goods (hardware and, if applicable, software) must be taken into account.

- 13.8 Unless otherwise agreed in writing in the delivery or offer documents, cross-border transfer or provision of software, technology or other data (e.g., map material) shall be exclusively in electronic form (e.g., by e-mail or download). This Section 13.8 does not refer to "embedded software" (software located on hardware).
- 13.9 If import and/or export licenses, foreign exchange permits or similar permits are required for the execution of the contract, the CUSTOMER responsible for procurement is obligated to make all reasonable efforts to provide the necessary licenses or permits in a timely manner.
- 13.10 When exporting the purchased goods, the CUSTOMER is obligated to obtain the necessary export and customs permits and the like at its own expense and to hand these over to BOSCH REXROTH in the original. BOSCH REXROTH is not liable for the permissibility of the export of the goods and their compliance with the legal and technical regulations of the importing country, nor for the fact that they comply with the technical standards in the importing country. The CUSTOMER shall indemnify and hold BOSCH REXROTH harmless with regard to any shipping and customs expenses incurred.
- 13.11 Any customs costs shall be borne by the CUSTOMER.
- 13.12 Any liability of BOSCH REXROTH for damages in connection with or due to the refusal of performance of the contract or due to termination of the contract by BOSCH REXROTH pursuant to Section 13 is – to the extent permitted by law – excluded.

14. Confidentiality

- 14.1 All TRADE SECRETS originating from BOSCH REXROTH must be kept confidential from third parties and may only be made available within the CUSTOMER's own operations to those persons who need to be aware of the respective information for the fulfillment of the contractual purpose and who are also obligated to maintain confidentiality. The respective TRADE SECRETS remain the exclusive property of BOSCH REXROTH. TRADE SECRETS may not be reproduced or used commercially without the prior written consent of BOSCH REXROTH. At BOSCH REXROTH's request, all TRADE SECRETS originating from BOSCH REXROTH (including any copies or records made) and items provided on loan that contain TRADE SECRETS must be returned to BOSCH REXROTH or destroyed immediately and completely.
- 14.2 The confidentiality obligation pursuant to Section 14.1 does not apply to TRADE SECRETS that:
- i. were already lawfully in the CUSTOMER's possession before disclosure by BOSCH REXROTH;
 - ii. the CUSTOMER has lawfully received from third parties without any obligation of confidentiality;
 - iii. are disclosed by BOSCH REXROTH to third parties without any obligation of confidentiality;
 - iv. are developed by the CUSTOMER itself independently of the information received;
 - v. must be disclosed by law; or
 - vi. are disclosed by the CUSTOMER with the prior written consent of BOSCH REXROTH.

- 14.3 BOSCH REXROTH reserves all rights to the TRADE SECRETS mentioned in Section 14.1.

- 14.4 With regard to the protection of trade secrets according to Section 3 of the UWG (Austrian Unfair Competition Act) (§§ 26a et seq. UWG), the CUSTOMER acknowledges that BOSCH REXROTH's confidentiality measures are appropriate.

15. Additional Terms and Conditions for SOFTWARE

- 15.1 The description of the SOFTWARE is derived from the DOCUMENTATION, which is made available to the CUSTOMER upon request prior to the conclusion of the contract.
- 15.2 The SOFTWARE consists, as far as possible, of the executable program code and the associated DOCUMENTATION in electronic form and installation instructions, unless the SOFTWARE installs itself. Subject to Section 16.1, the source code is not part of the contract.
- 15.3 The General Terms and Conditions for Software, Work, and Services of Bosch Rexroth GmbH apply to CUSTOM SOFTWARE.

16. FOSS

- 16.1 The SOFTWARE may contain FOSS. A current list of the included FOSS and the applicable FOSS license terms will be made available to the CUSTOMER upon request prior to the conclusion of the contract or at the latest upon delivery of the SOFTWARE. If the SOFTWARE contains a FOSS component, the CUSTOMER's handling of the FOSS component in question shall be governed primarily by the applicable FOSS license, which the CUSTOMER undertakes to comply with.
- 16.2 BOSCH REXROTH reserves the right to include new or updated FOSS in the SOFTWARE in the course of updates (updates, upgrades, patches, or bug fixes). The corresponding FOSS license terms will be made available at the latest with the delivery of the update. Section 16.1 shall apply mutatis mutandis.
- 16.3 Included FOSS has no influence on the sales price of the SOFTWARE and is therefore provided free of license fees and without any other monetary compensation.
- 16.4 BOSCH REXROTH does not provide any support services beyond its own FOSS license obligations that serve to fulfill the CUSTOMER's FOSS license obligations.
- 16.5 If software products from third-party providers are also provided that do not fall under FOSS, BOSCH REXROTH reserves the right to pass these on under the exclusive terms and conditions of the third-party provider. These software products may only be used in conjunction with the PRODUCT.

17. Usage Rights

- 17.1 Upon delivery of the SOFTWARE, the CUSTOMER receives the non-exclusive right, unlimited in time, to use the SOFTWARE in accordance with the respective LICENSE TYPE and in accordance with the specifications of the DOCUMENTATION in accordance with these GTC. Use is only permitted in the agreed countries of destination. In the absence of an express agreement, this is the country in which the CUSTOMER has its administrative headquarters.
- 17.2 The CUSTOMER may make and use backup copies of the SOFTWARE to the extent of § 40d para. 3 no. 1 UrhG (Austrian Copyright Act). Backup copies must be marked as such and, if possible, bear the copyright notice of the original SOFTWARE. The CUSTOMER is also subject to these GTC with regard to the use of the backup copy.
- 17.3 The CUSTOMER may only commission third parties with measures that are in accordance with Section 17.2 who are not competitors of BOSCH REXROTH, unless it proves that the risk of disclosure of important TRADE

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SECRETS of BOSCH REXROTH (in particular of functions and design of the SOFTWARE) is excluded.

- 17.4 If BOSCH REXROTH provides the CUSTOMER with updates (upgrades, updates, patches, or bug fixes) or a new SOFTWARE version, these are also subject to these GTC, unless they are subject to a separate agreement. After installation of the new SOFTWARE version, the CUSTOMER's rights to the previous version shall expire after a transitional period of one month. Section 12.4 applies to the return of the SOFTWARE.
- 17.5 The CUSTOMER is not entitled to grant sublicenses. However, the CUSTOMER has the right to transfer the usage rights granted to it to third parties while relinquishing its own use in accordance with the following provisions: i. If the SOFTWARE was acquired together with TARGET HARDWARE, the SOFTWARE may only be passed on to third parties for use together with this TARGET HARDWARE. For floating licenses (Section 1.5 iii), this applies with the provision that they may only be transferred by the CUSTOMER to third parties if they are transferred in their entirety and, if applicable, with each TARGET HARDWARE on which the SOFTWARE may be used. ii. The CUSTOMER must ensure that the third party is not granted any more extensive usage rights to the SOFTWARE than the CUSTOMER is entitled to under these GTC and that the third party is subject to at least the obligations arising from these GTC with regard to the SOFTWARE. In the event of the transfer of a usage right to a third party, the CUSTOMER is obligated to surrender or delete all copies delivered to it or produced by it to the third party. If it transfers its right of use to the SOFTWARE, it will also hand over the DOCUMENTATION to the third party.
- 17.6 All other rights to the SOFTWARE not expressly granted, in particular all rights to the trademark or other intellectual property in the SOFTWARE, remain with BOSCH REXROTH. Markings of the SOFTWARE, in particular copyright notices, trademarks, serial numbers or similar, may not be removed, altered or made illegible.
- 18. CUSTOMER's Obligations to Cooperate and Provide Information**
- 18.1 The CUSTOMER is responsible for ensuring that its hardware and software environment meets the system requirements of the SOFTWARE; in case of doubt, it must seek advice from BOSCH REXROTH or third party experts before concluding the contract.
- 18.2 With the SOFTWARE, it is partly possible to influence or control an electronic system. Taking the risk analysis into account, the SOFTWARE may therefore only be operated (and, if necessary, installed) by qualified personnel.
- 18.3 The CUSTOMER shall inform BOSCH REXROTH immediately of any possible errors in the SOFTWARE. The CUSTOMER must provide all necessary information at BOSCH REXROTH's request. The CUSTOMER shall grant BOSCH REXROTH access to the SOFTWARE for troubleshooting and rectification, at BOSCH REXROTH's discretion, directly and/or by remote access.
- 18.4 The CUSTOMER is obligated to protect the SOFTWARE from access by unauthorized third parties by taking appropriate measures, in particular by storing all backup copies of the SOFTWARE and the DOCUMENTATION in a protected location.
- 18.5 BOSCH REXROTH is entitled to check whether the SOFTWARE is used in accordance with the LICENSE TYPE. For this purpose, it may request information from the CUSTOMER and inspect the books and records, including the CUSTOMER's hardware and software environment, insofar as this provides information on the extent of use of the SOFTWARE. For this purpose, BOSCH REXROTH must be granted access to the CUSTOMER's business premises during normal business hours after a notice period of at least two weeks. The

CUSTOMER shall ensure to a reasonable extent that the inspection by BOSCH REXROTH can take place and shall cooperate in the inspection. BOSCH REXROTH shall only use all information obtained during the inspection to check compliance with the LICENSE TYPE. The CUSTOMER may request that the on-site inspection be carried out by an agent of BOSCH REXROTH who is bound by professional secrecy. The costs of the inspection shall be borne by BOSCH REXROTH, unless the inspection reveals that LICENSE INFRINGEMENT has occurred. In this case, the CUSTOMER shall bear the costs of the audit.

- 18.6 In the event of LICENSE INFRINGEMENT, the CUSTOMER is obligated to pay the unpaid remuneration at the list prices generally valid at the time of discovery for comparable services plus a lump-sum claim for damages of 10% of the value of the LICENSE INFRINGEMENT. In addition, the CUSTOMER must immediately cease any LICENSE INFRINGEMENT.
- 18.7 It is the CUSTOMER's responsibility to take appropriate precautions in the event that the SOFTWARE does not function properly in whole or in part (e.g., by daily data backup, fault diagnosis, regular checking of data processing results). Unless the CUSTOMER expressly indicates otherwise in advance, BOSCH REXROTH may assume that all of the CUSTOMER's data with which BOSCH REXROTH may come into contact is backed up.
- 18.8 The CUSTOMER shall bear any disadvantages and additional costs incurred by the licensor as a result of a breach of the aforementioned obligations to cooperate and provide information.

19. ENGINEERING SOFTWARE

- 19.1 The information and graphical representations stored in the ENGINEERING SOFTWARE serve solely to describe the PRODUCTS concerned and lose their validity with the modification of the PRODUCTS depicted there or the associated technical DOCUMENTATION, but at the latest with the release of a new version of the ENGINEERING SOFTWARE. The information and graphical representations stored in the ENGINEERING SOFTWARE are not intended for design or development purposes independent of PRODUCTS.
- 19.2 ENGINEERING SOFTWARE does not check the generated results for the correctness of the calculation or for the correctness of the generated or modified software and its executability and suitability for the application. The responsibility for the selection and design or configuration of PRODUCTS and/or for the generated or modified software with the aid of the ENGINEERING SOFTWARE therefore lies solely with the CUSTOMER. A PRODUCT order is placed exclusively on the basis of the catalog information and the DOCUMENTATION belonging to the PRODUCT.
- 19.3 If and insofar as a copyrighted work is created for the CUSTOMER by modifying/creating software using ENGINEERING SOFTWARE, or if the CUSTOMER registers/acquires an INTELLECTUAL PROPERTY RIGHT based on the aforementioned modification/creation, it shall inform BOSCH REXROTH immediately and grant BOSCH REXROTH a non-exclusive, free of charge, irrevocable and perpetual license, which further entitles BOSCH REXROTH to grant sublicenses; with regard to INTELLECTUAL PROPERTY RIGHTS, it shall grant BOSCH REXROTH a license on market-standard terms in a separate contract.

20. Access to and Use of DATA/Data Protection

- 20.1 ORIGINAL DATA will be made available in accordance with the provisions and restrictions of the DATA ACT.
- 20.2 BOSCH REXROTH will use, store, copy, modify, analyze, provide, view, download or otherwise exploit the DATA

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itself or by third parties for the purpose of providing the service.

- 20.3 BOSCH REXROTH may use the data in anonymized or pseudonymized form for machine learning and product improvements or product expansions.
- 20.4 BOSCH REXROTH assures that it will not use the ORIGINAL DATA to gain insights into the economic situation, assets and production methods of the user, or into the user's usage in any other way that could undermine the user's commercial position in the markets in which it operates.
- 20.5 To the extent permitted by law (especially with regard to sub-sec. 20.4), BOSCH REXROTH is entitled to store all ORIGINAL DATA and SECONDARY DATA, except personal data, beyond the purpose of the contract for any purpose, to use, and/or exploit. These purposes include, but are not limited to, improvement or expansion, production, commercialization and distribution of BOSCH REXROTH products and services, as well as statistical, analytical and internal purposes.
- 20.6 In addition to sub-sec. 20.5 and as far as legally permissible, BOSCH REXROTH is entitled to transfer all SECONDARY DATA and DIRECTLY ACCESSIBLE DATA, except personal data.
- 20.7 Personal READILY AVAILABLE DATA are transferable within the scope of legitimate interest in the meaning of GDPR.
- 20.8 The CUSTOMER shall ensure that he is entitled to grant the intended usage and exploitation rights in accordance with sub-secs. 20.2-20.7 as well as sub-sec. 20.9 and that he has not made any agreements that conflict with them. The CUSTOMER will obtain any necessary authorizations/consents. Insofar as no legal or other permission exists, the CUSTOMER is obliged in particular to obtain or have obtained the necessary consent of the end user in accordance with sec. 165, par. 3 of the Austrian Telecommunications Act (TKG). The CUSTOMER indemnifies BOSCH REXROTH against all claims made by third parties (including government agencies) as a result of a violation of this sub-sec. 20.8 by the CUSTOMER against BOSCH REXROTH.
- 20.9 The rights of BOSCH REXROTH pursuant to this sec. 20 are irrevocable, free of charge and apply worldwide and equally to the benefit of AFFILIATED COMPANIES.
21. If personal data are processed by BOSCH REXROTH and/or AFFILIATED COMPANIES, the legal provisions on data protection are observed. In this case, the details of the data collected and their respective processing result from a data protection notice of BOSCH REXROTH ([Information according to Art. 13 General Data Protection \(GDPR\)](#)) or of the AFFILIATED COMPANY, which is referred to in an appropriate form.
- 22. Reverse Engineering**
- 22.1 The CUSTOMER may not observe, examine, reverse engineer, or test (so-called reverse engineering) any PRODUCT provided by BOSCH REXROTH without BOSCH REXROTH's prior consent.
- 22.2 In addition to Section 21.1, subject to Section 16.1, the CUSTOMER is not entitled, with regard to SOFTWARE, to edit, modify, reverse engineer, decompile, disassemble, or otherwise determine the source code, or any parts thereof, or to create derivative works of the SOFTWARE. The mandatory, non-waivable provisions of §§ 40d, 40e UrhG (Austrian Copyright Act) remain unaffected.
- 23. Final Provisions**
- 23.1 Should any provision be or become invalid, the validity of the remaining provisions shall not be affected. In this case, the invalid provision shall be replaced by a permissible agreement that comes closest to the economic purpose of

the original, invalid provision. The same applies to any loopholes.

- 23.2 Amendments or supplements to the contract, including these terms and conditions, must be in writing to be legally effective; sending emails fulfills this written form requirement. This also applies to the waiver of the written form requirement.
- 23.3 A challenge to the contract based on mistake by the CUSTOMER (Irrtumsanfechtung under Austrian law) is excluded in any case.
- 23.4 The exclusive place of jurisdiction for legal disputes between BOSCH REXROTH and the CUSTOMER is agreed to be the competent court in Linz, whereby BOSCH REXROTH is also entitled to bring actions before other courts for which a statutory place of jurisdiction of the CUSTOMER exists.
- 23.5 Austrian law shall apply exclusively to all legal relationships between BOSCH REXROTH and the CUSTOMER, excluding conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 23.6 The data protection notices can be viewed on the BOSCH REXROTH website: <https://www.boschrexroth.com/de/at/datenschutzhinweise>

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