

General Terms and Conditions for Products Ordered Online of Bosch Rexroth GmbH (eShop/Rexroth-Store)

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These General Terms and Conditions (hereinafter: "REXROTH-STORE GTC") apply in addition to the "General Terms and Conditions for Deliveries and Services of Bosch Rexroth GmbH" (hereinafter: "T&C") to online orders placed by the customer (hereinafter: "CUSTOMER") in the eShop/Rexroth-Store of Bosch Rexroth GmbH, Industriepark 18, 4061 Pasching, Austria (hereinafter: "BOSCH"). Any queries or complaints can be made using the contact details of BOSCH. Any registration and usage conditions of BOSCH for other digital services (e.g. access to the eShop/Rexroth-Store) remain unaffected by these REXROTH-STORE GTC. The GTC as well as the REXROTH-STORE GTC can be found at <https://www.boschrexroth.com/en/at/legal-notice/>.

1. Scope

- 1.1. Terms in capital letters in these REXROTH-STORE GTC shall have the meaning given in the preamble to these REXROTH-STORE GTC and as defined in the T&C.
- 1.2. **The PRODUCTS offered are intended exclusively for entrepreneurs.** For the purposes of these REXROTH-STORE GTC, an "entrepreneur" is a person who makes the transaction in the course of carrying on his business (§ 1 of the Austrian Consumer Protection Act).
- 1.3. Individually agreed terms (such as framework agreements) with the CUSTOMER take precedence over these REXROTH-STORE GTC. For reasons of clarification, the parties expressly agree that the price and the subject matter of the contract within the scope of the online order as well as Clause 2 of these REXROTH-STORE GTC shall nevertheless apply.
- 1.4. Any deviating, conflicting or supplementary general terms and conditions of the CUSTOMER shall not become part of the contract, even if BOSCH does not expressly object to them or the CUSTOMER refers to them when placing the order.

2. Online Order

- 2.1. In the context of an online order of a PRODUCT, the CUSTOMER will receive a message about the costs incurred, the payment and delivery conditions, any terms, any existing notice periods, and other relevant details before completing the online order. Afterwards the CUSTOMER has the possibility to send the order by mouse click on the order button. After receipt of the order, the CUSTOMER receives an e-mail notification in which the receipt of the order is confirmed, and the details of the order are listed again.
- 2.2. The online offer constitutes a non-binding invitation to the CUSTOMER to order PRODUCTS. Only the order of a PRODUCT by the CUSTOMER is a binding offer of the CUSTOMER to BOSCH. The contractual relationship is concluded when the CUSTOMER receives a confirmation e-mail from BOSCH about the acceptance of the respective offer.
- 2.3. The contract text is stored by BOSCH and is no longer accessible to the CUSTOMER after conclusion of the

contract. The CUSTOMER can print out or electronically save the text of the contract before confirming the order using the print function of his browser.

3. Prices and Payment

- 3.1. The prices at the time of the order by the CUSTOMER shall apply. Unless otherwise indicated, all prices are final prices in EUR (Euro) and include the applicable statutory value added tax.
- 3.2. Unless otherwise agreed, invoices shall be paid in cash without deduction 30 days after receipt of invoice and due date to the bank account specified by BOSCH. BOSCH reserves the right to request payment in advance.
- 3.3. If payment by credit card or PayPal or PayPal Express is offered, the following applies: If payment is made by credit card, the invoice amount in EUR (Euro) will be debited prior to shipment of the PRODUCT/sending of the registration code or similar. When the CUSTOMER's credit card is charged, the reference to BOSCH and/or the online order appears in the booking text. In the event of cancellation of the credit card charge by the CUSTOMER, the CUSTOMER undertakes to pay the price plus any costs incurred within 10 days of receipt of the PRODUCT at the latest. These costs include, among others, the costs incurred due to the revocation of the credit card charge or due to non-payment.
- 3.4. If the CUSTOMER defaults on a payment, BOSCH shall be entitled to claim default interest as well as default damages (e.g. reminder fees after the first reminder, collection fees) and to demand immediate cash payment for all due and unreserved claims arising from the business relationship.

4. Liability

- 4.1. BOSCH shall only be liable (i) in the event of intent or gross negligence, (ii) in accordance with mandatory provisions of the Austrian Product Liability Act, (iii) to the extent of a guarantee assumed by BOSCH; and (iv) in the event of injury to the life, body or health of a person.
- 4.2. The CUSTOMER expressly waives the assertion of claims for compensation for property damages under the title of the Austrian Product Liability Act which he

suffers in the course of his business. Insofar as the CUSTOMER resells the PRODUCTS to other entrepreneurs, he shall be obliged to transfer the above waiver to his and any other entrepreneurial contractual partners. If such a transfer is not made, the CUSTOMER undertakes to indemnify and hold BOSCH harmless and to bear all costs incurred in connection with such a liability claim. Should the CUSTOMER be held liable under the Austrian Product Liability Act, he shall waive any recourse against BOSCH.

- 4.3. Liability for consequential damages, mere financial losses and loss of profit of the CUSTOMER is excluded in any case.
- 4.4. Any further liability of BOSCH shall be excluded. This shall apply in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for material damage pursuant to §§ 1293 ff of the Austrian Civil Code.
- 4.5. If the CUSTOMER asserts claims for damages against BOSCH, he shall be obliged to prove both causation and fault.
- 4.6. Claims for damages shall become statute-barred six months after knowledge of the damage and the damaging party, but at the latest five years after the conduct causing the damage (giving rise to the claim).
- 4.7. Statutory limitations of liability which deviate from the above liability provisions in favor of BOSCH shall remain unaffected.
- 4.8. The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of BOSCH and to the personal liability of BOSCH's employees, representatives and organs.

5. Rights of Use

Documents as well as any other electronic content provided by BOSCH, e.g. within the scope of digital learning offers, knowledge subscriptions, animations etc., contain information and content protected by copyright or other rights in favor of BOSCH or its licensors. These may not be used for any purpose other than for the execution of the order and for increasing the CUSTOMER's knowledge. The CUSTOMER acquires a non-exclusive, non-transferable right of use for such purpose (authorization to use). In particular, it shall not be permissible to make additional copies of the information and contents, to process or adapt them, to pass them on to third parties or to reproduce them publicly without the written consent of BOSCH. The CUSTOMER may not remove copyright notices, trademarks, digital watermarks and other reservations of rights in information and content.

6. Confidentiality

The CUSTOMER undertakes to treat information and other materials marked by BOSCH as "confidential" or otherwise to be regarded as confidential (hereinafter: "Confidential Information") as confidential and not to make them available to third parties or to reproduce or commercially use them. In order to protect the Confidential Information, the CUSTOMER shall exercise the same degree of care as for its own Confidential Information. In particular, Confidential Information may only be made available, even in the CUSTOMER's own business, to those persons who must necessarily be involved in its use and who are also obliged to maintain secrecy. They shall remain the exclusive property of BOSCH. BOSCH also reserves all rights to Confidential Information.

7. Data Use and Data Protection

- 7.1. When processing personal data, BOSCH shall comply with the statutory provisions on data protection. The details of the data collected and their respective processing can be found in the data protection notices of BOSCH.
- 7.2. BOSCH shall be entitled to store, use, transfer and/or exploit all information provided and generated by the CUSTOMER in connection with the order, with the exception of personal data, beyond the purpose of the contract, for any purposes, such as statistical, analytical and internal purposes. This right is perpetual and irrevocable.

8. Other General Provisions

- 8.1. If any provision of these REXROTH-STORE GTC is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. In this case, the invalid or unenforceable provision shall be replaced by a valid and enforceable agreement that comes as close as possible to the economic purpose of the original, invalid or unenforceable provision. The foregoing shall apply mutatis mutandis to the closing of any loopholes in the contract.
- 8.2. The exclusive place of jurisdiction for all legal disputes between BOSCH and the CUSTOMER shall be Linz, Austria. The same shall apply if a CUSTOMER has no general place of jurisdiction in Austria or if the place of residence or habitual abode is unknown at the time the action is brought. BOSCH shall also be entitled to bring actions before other courts for which the CUSTOMER has a statutory place of jurisdiction.
- 8.3. The contractual relations between the parties shall be governed exclusively by Austrian law to the exclusion of the conflict of laws rules. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

9. Export Compliance

The parties agree that each party shall be independently responsible for compliance with the import and export regulations applicable to it. All services, in particular the delivery of goods, by BOSCH shall be subject to the proviso that there are no obstacles to performance on the basis of national or international export control regulations, in particular embargoes or other sanctions. BOSCH shall be entitled to terminate the contract without notice if such termination is necessary for BOSCH to comply with national or international legal provisions. In the event of such termination, the assertion of damages or the assertion of other rights by the CUSTOMER due to the termination shall be excluded.

10. Information on Online Dispute Resolution

The European Commission provides a platform for online dispute resolution (ODR). This platform is intended to serve as a contact point for the out-of-court settlement of disputes concerning contractual obligations of online sales contracts and online service contracts. The platform can be reached at <http://ec.europa.eu/consumers/odr/>.