# General Terms and Conditions for Goods Ordered Online rexroth of Bosch Rexroth AG (eShop/Rexroth-Store) A Bosch Company

Version: 14.10.2022

These Terms and Conditions (hereinafter: "REXROTH-STORE T&C") apply as a supplement to the "General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG" (hereinafter: "T&C") to all online orders by the customer (hereinafter: "CUSTOMER") from the eShop/Rexroth-Store run by Bosch Rexroth AG, Zum Eisengießer 1, 97816 Lohr am Main, Germany (hereinafter: "BOSCH REXROTH"). Any queries can be made to and complaints brought against BOSCH REXROTH by using BOSCH REXROTH's contact data. Any terms and conditions of BOSCH REXROTH for the registration and use of other digital services offered by BOSCH REXROTH (e.g. access to the Rexroth-Store) shall remain unaffected by these REXROTH-STORE T&C. The T&C as well as the REXROTH-STORE T&C are available at https://www.boschrexroth.com/en/ch/legal-notice/

#### 1. Scope

- 1.1. The meaning set out in the preamble of these REXROTH-STORE T&C and as defined in the T&C applies to capitalized terms used in these REXROTH-STORE T&C.
- 1.2. The PRODUCTS offered address entrepreneurs only. For the purpose of these REXROTH-STORE T&C an "entrepreneur" means a natural or legal person or a partnership with legal personality who or which, when entering into the contract, acts in exercise of his or its trade, business or profession (section 14 (1) German Civil Code (BGB)).
- 1.3. Individual provisions agreed upon with a CUSTOMER (like e.g. a framework sales agreement) shall prevail over these REXROTH-STORE T&C. For the avoidance of doubt, the parties mutually agree that in any case the price and the subject matter of the online contract as well as section 2. of these REXROTH-STORE T&C apply.

### 2. Online ordering

- 2.1. During the process of making an online order for PRODUCTS and before the online order is completed, the CUSTOMER is given a notification of the costs arising, the payment and supply terms, any duration periods, any notice periods which may exist and of other relevant details. The CUSTOMER then has the possibility of sending the order by clicking the order button. Once the order has been received, the CUSTOMER will be sent an e-mail notification confirming receipt of the order and listing the details of the order again.
- 2.2. The online offer constitutes a non-binding request to the CUSTOMER to place an order for PRODUCTS. Only by ordering a PRODUCT, a binding offer made to BOSCH REXROTH is made by the CUSTOMER. The contractual relationship is established when the CUSTOMER receives e-mail confirmation from BOSCH REXROTH on the acceptance of the respective order.
- 2.3. The text of these REXROTH-STORE T&C is stored by BOSCH REXROTH; it can no longer be accessed by the CUSTOMER once the contract has been entered into.

Prior to confirming the order, the CUSTOMER can print out the contract text by using the print function on the browser or he can store the text electronically. The contract language is English.

## 3. Prices and payment

- 3.1. The prices valid at the time when the CUSTOMER places the order shall apply. All prices stated are, unless indicated otherwise, final prices in EUR (Euro) and are inclusive of the statutory value added tax applicable at the time.
- 3.4. If payment is offered by credit card, PayPal or PayPal Express, the following applies: When payment is made by credit card, the invoice amount in EUR (Euro) is debited before the PRODUCTS are shipped/a registration code is sent etc. The booking text on the CUSTOMER's credit card statement will indicate BOSCH REXROTH and/or the online ordering. If the debit from the credit card is revoked by the CUSTOMER, the CUSTOMER undertakes to pay the price no later than 10 days after receipt of the PRODUCTS plus any costs that may have been incurred. These costs include, inter alia, the costs incurred due to the revocation of the credit card debit or due to non-payment.

### 4. Information on online dispute resolution

The European Commission provides a platform for online dispute resolution (ODR). This platform is intended to serve as a point of contact for the extrajudicial resolution of disputes relating to contractual obligations of online purchase contracts and online service contracts. The platform can be accessed at: <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>.