

Terms and Conditions of Bosch Rexroth, spol. s r.o.

1 Validity of the Terms and Conditions

1.1 These terms and conditions apply to all business cases in which Bosch Rexroth acts as seller (hereinafter referred to as seller) and the business partner as buyer (hereinafter referred to as buyer). These terms and conditions are superior to the provisions of the purchase contract, if such a contract is concluded between the buyer and the seller.

1.2 The validity of these conditions in the implementation of an individual business case can be limited or excluded only by a written agreement between the seller and the buyer. The limitation or exclusion applies only to these individual business cases.

1.3 These terms and conditions are of general validity, unless otherwise agreed in writing between the buyer and the seller.

1.4 After the expiry of the period for which the framework contract was concluded, the terms and conditions of the seller apply to other business cases, unless otherwise agreed.

1.5 The Terms and Conditions are attached to each order confirmation and are stored in a link on the seller's website: <https://www.boschrexroth.com/cs/cz/pravni-informace/chrexroth.com/cs/cz/pravni-informace/>

1.6 The burden of proving that the seller failed to inform the buyer of these commercial terms and conditions shall be borne by the party alleging such circumstance.

2 Seller's offers

2.1 The seller's offers are in response to the buyer's demand.

2.2 The seller's tenders shall include the designation and price details of the supply requested. According to the requirements in the buyer's inquiry, they may also contain other requested data.

2.3 The seller is bound by his offers and similar unilateral statements for the period of validity specified in these documents. If the period of validity is not specified, it shall be 3 months from the date of issue of such document. This does not apply if the seller invokes his offer in the order confirmation or if the offer is referred to in the written contract between the seller and the buyer after the expiry of this period.

3 Conclusion of the contractual relationship

3.1 The conclusion of a contractual relationship gives rise to the rights and obligations of the seller and the buyer arising from the contractual relationship.

3.2 The conclusion of the contractual relationship between the seller and the buyer occurs at the moment of:

- a) signing a written contract of sale or a written contract for work
- b) ordering by the buyer and confirmation of the order by the seller
- c) acceptance of the ordered delivery by the buyer or by enabling the buyer to perform the ordered service.

3.3 The written contract may be validly endorsed on behalf of the seller by the company's managing director or proxy. Another person may sign the contract only on the basis of a written authorization of the managing director or a written authorization of the managing director in the performance of his/her duties.

3.4 As regards the person signing the contract on behalf of the buyer, the seller is always in good faith that he is the person authorised to sign such a document.

3.5 Confirmation of the order is always done by the seller in writing. Other than written confirmation of the order is invalid. The order confirmation is authorized to be signed in writing by an authorized employee of the seller.

4 Subject of delivery

4.1 The subject of delivery is the goods, work or service that was agreed between the seller and the buyer in one of the ways described in section 3 of these Terms and Conditions.

4.2 The goods delivered by the seller have technical parameters agreed with the buyer, which correspond to Act 22/1997 Coll. as amended by applicable regulations. The work delivered by the seller has technical parameters and other characteristics agreed in the contract for the work, which correspond to Act 22/1997 Coll. as amended by applicable regulations. The service provided by the seller has the nature of a work.

4.3 Along with the goods (part, service), the relevant documents are included in the delivery. Documents related to the delivery do not have to be provided in the Czech language.

4.4 Depending on the nature of the delivery, the documents referred to in Article 4.3 of these Terms and Conditions are: catalogue sheet, declaration of conformity, certificate, service report, delivery note, other document.

4.5 The packaging in which the goods or work is delivered is also part of the delivery. This does not apply to pallets, shipping containers and similar returnable items for transport.

4.6 The delivery also includes the acts related to the possible import of the delivery to the Czech Republic.

4.7 Delivery to the buyer is only included in the delivery if it is expressly agreed between the seller and the buyer.

4.8 Any incompleteness of the seller's delivery is not a failure to deliver and only gives the buyer the right to initiate a complaint procedure.

5 Subject of delivery: licence/SOFTWARE

5.1 The description of the software is included in the documentation, which will be provided to the customer on request before signing the contract.

5.2 The software shall include, if possible, executable program code and corresponding documentation in electronic form, and installation instructions if the software does not install itself. Except as applicable to Section 5.3.1, the source code is not part of the Deliverable.

5.3 FOSS

5.3.1 The software may contain FOSS. The customer will be provided with an updated list of the included FOSS and the corresponding applicable license terms for FOSS upon request before the conclusion of the contract, but at the latest upon delivery of the software. If the software contains a FOSS component, the customer will deal with this FOSS component primarily according to the corresponding FOSS license, which the customer undertakes to comply with.

5.3.2 Bosch Rexroth reserves the right to introduce new or updated FOSS into the software during updates (including upgrades, patches or bug fixes) or new releases. The corresponding FOSS licenses will be provided no later than the delivery of the upgrade. Furthermore, Article 5.3.1 shall apply accordingly.

5.3.3 The FOSS contained in the Software has no effect on the sale price of the Software and will therefore be provided without royalty or any other monetary compensation.

5.3.4 In addition to fulfilling its own license obligations arising from the included FOSS, Bosch Rexroth does not provide any support services that serve to fulfill the customer's license obligations arising from the included FOSS.

5.3.5 If software products are also made available from third party providers and these are not considered FOSS, Bosch Rexroth reserves the right to transfer them in accordance with the respective exclusive terms and conditions of the third party provider. These software products may only be used in conjunction with the product.

5.4 Usage rights

5.4.1 Upon delivery of the Software, the Customer shall be granted a non-exclusive, perpetual right to use the Software in accordance with the applicable license type and in accordance with the specifications in the documentation under these *Terms and Conditions*. Use is permitted only in the agreed countries of destination. In the absence of an explicit agreement, this is the country in which the customer has its administrative seat.

5.4.2 The customer may prepare and use backup copies of the software within the scope of Section 66 of Act No. 121/2000 Coll. Backup copies must be marked as such and, if possible, must be marked with the copyright of the original software. The customer is also bound to these Terms and Conditions with respect to its use of the back-up copy.

5.4.3 The customer may only engage third parties to carry out measures in accordance with Article 5.4.2 who are not competitors of Bosch Rexroth, unless the customer demonstrates that the risk of disclosure of Bosch Rexroth's confidential information is eliminated.

5.4.4 If Bosch Rexroth provides the customer with updates (including upgrades, updates and/or patches or bug fixes) and/or a new version of the software, the terms of these *Terms of business*, except where a separate agreement is included. Once the new version of the software is installed, the customer's rights to the previous version will end after a transition phase of one month. If the software is returned, the customer will delete all copies of the software, including backup copies and the relevant documentation for use.

5.4.5 The customer may not grant sublicenses. However, the customer may transfer the granted right of use to third parties, whereby the customer himself shall cease use, provided that the following conditions are met:

a) If the software was acquired with the target hardware device, the software may be transferred to third parties for use with that target hardware. This applies to floating licenses on the condition that the customer can only transfer them to third parties if they are transferred in their entirety and, if applicable, with each target hardware on which the software can be used.

b) The customer shall ensure that no other rights to use the software are granted to the third party than those to which the customer is entitled under these Terms and Conditions and that at least those obligations resulting from these Terms and Conditions relating to the software are transferred to the third party. In the event of the transfer of the right of use to a third party, the customer is obliged to hand over to the third party all copies supplied or created by the customer or to delete them. If the customer transfers its right to use the software, the customer also transfers the documentation to a third party.

5.4.6 All other rights to the software not expressly granted, including in particular all trademark and other intellectual property rights in the software, remain with Bosch Rexroth. Software markings, in particular copyright notices, trademarks, serial numbers and the like, cannot be removed, altered or deleted.

5.5 Customer obligations to cooperate and provide information

5.5.1 The customer is responsible for ensuring that its hardware and software environment complies with the system requirements of the software; if in doubt, the customer shall seek advice from Bosch Rexroth and/or specialized third parties before entering into a contract.

5.5.2 In part, software can be used to influence or control the electronic system. In view of the risk analysis, the software may only be used (and installed if necessary) by qualified professional personnel.

5.5.3 The customer shall inform Bosch Rexroth without undue delay of possible software errors. In this context, the customer shall provide all necessary information upon request to Bosch Rexroth. The customer shall allow Bosch Rexroth access to the software for the purpose of troubleshooting and correcting errors; and at Bosch Rexroth's option, this shall be either on-site and/or by remote access.

5.5.4 The customer shall secure the software against access by unauthorized third parties by taking appropriate measures, in particular by storing all backup copies of the software and documentation in a secure location.

5.5.5 Bosch Rexroth has the right to verify that the software is used in accordance with the license type. For this purpose, Bosch Rexroth may request information from the customer and review books and documents, including the customer's hardware and software environment, if details of the scope of use of the software can be obtained as a result. For this purpose, Bosch Rexroth will be granted access to the customer's business premises during normal business hours with at least two weeks' notice. The customer shall ensure, to the extent reasonably expected, that the audit can be performed by Bosch Rexroth and shall cooperate with the audit. Bosch Rexroth will only use any information it obtains during the audit to verify compliance with the license type. The customer may request that an on-site audit be performed by a Bosch Rexroth representative bound by confidentiality. The cost of the audit will be borne by Bosch Rexroth unless the audit finds that there is a deficiency in the licence coverage. In this case, the customer bears the cost of the audit.

5.5.6 In the event of a lack of license coverage, the customer shall pay the unpaid fee based on the general price list for comparable services in effect at the time the lack is discovered, plus a contractual penalty of 10,- % of the value of the lack of license coverage. The customer can prove that the damage was less. In addition, the customer must discontinue any lack of license coverage without undue delay.

5.5.7 The customer shall take reasonable measures in the event that the software fails to function properly, either in whole or in part (e.g. through daily data backup, fault diagnostics, regular examination of data processing results). Unless the customer expressly states otherwise in advance, Bosch Rexroth may assume that all customer data with which Bosch Rexroth may come into contact has been backed up.

5.6 Design software

5.6.1 The information and graphical representations stored in the design software are used exclusively to describe the respective products and lose their validity if the products and/or the relevant technical documentation change, but at the latest when a new version of the design software is released. The information and graphical representations stored in the design software are not intended for any product-independent design or development purposes.

5.6.2 The design software does not verify the generated results for the accuracy of the calculation or the software generated or modified and/or its executability and suitability for the application. The responsibility for the selection and dimensioning and/or configuration of the products and/or for the software generated or modified by the design software therefore rests solely with the customer. The order for a product is placed solely on the basis of the catalogue data and documentation belonging to the product.

5.6.3 If copyrighted material is created for the customer as a result of a change/generation of the software using the design software, or if the customer requests/acquires ownership as a result of the aforementioned change/creation, the purchaser shall notify Bosch Rexroth without undue delay and grant Bosch Rexroth a non-exclusive, perpetual, irrevocable, royalty-free license, which also grants Bosch Rexroth the right to grant sublicenses; with respect to proprietary rights, the customer grants a license to Bosch Rexroth in a separate agreement at arm's length Terms and Conditions.

6 Place of delivery

6.1 Unless otherwise agreed, the place of delivery is the Seller's registered office in the Commercial Register

6.2 If the delivery includes transport (or if the buyer orders transport in addition to the delivery), the seller is obliged to deliver the goods (work, service) by handing over the delivery to the first public carrier.

7 Export control

7.1 The performance of the Contract shall be subject to the proviso that the Performance shall not be prevented by any restrictions arising from national or international export control provisions, in particular embargoes or other sanctions.

7.2 If, prior to delivery, it becomes apparent that the performance of the contract by BOSCH REXROTH has become impossible or difficult due to national or international export control regulations, in particular embargoes or other sanctions, BOSCH REXROTH shall be entitled to withdraw from the contract without a period of grace.

7.3 The delivery time is suspended in the event of delays caused by export tests or approval processes, unless BOSCH REXROTH is responsible for this.

7.4 The buyer undertakes to provide all information and documents necessary for the purpose of delivery, export or movement of the PRODUCTS to be delivered in accordance with the contract, unless it falls within the sphere of influence of BOSCH REXROTH.

7.5 In the event of revocation pursuant to Article 7.1, the Purchaser's right to claim damages or to exercise other rights by reason of revocation is excluded.

7.6 When transferring, transporting or making available for use PRODUCTS supplied by BOSCH REXROTH (including technology and relevant documents, regardless of the manner in which they are available) and works and services provided by BOSCH REXROTH (including technical support of any kind) to third parties nationally or internationally, the Purchaser is obliged to comply with the relevant provisions of national and international law on (re)export control.

7.7 Re-export ban

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

i. The buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods or technology supplied under or in connection with this contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Regulation (EU) No. 765/2006, as amended from time to time.

ii. The buyer also undertakes to contractually transfer to third parties these restrictions arising from sec. 7.7.i. of this

Agreement and the obligation arising from this sec. 7.7.ii. in the event of resale, re-export, delivery or other transfer of the relevant BR products to third parties.

iii. If the buyer violates the provisions of Article 7.7.i or 7.7.ii. of these terms and conditions, including negligence, BOSCH REXROTH is entitled to immediately stop further deliveries to the buyer and to terminate the contract or any individual orders at any time, if they have not yet been fully executed. In this case, it is not necessary to issue a prior warning letter before the termination notice. This does not violate the legal rights of either party to terminate this Agreement immediately.

iv. If BOSCH REXROTH requests it in individual cases, the buyer is obliged to provide BOSCH REXROTH with information and evidence of compliance with obligations under the provisions of Article 7.7.i. – 7.7.iv.

8 Delivery date

8.1 The delivery must be fulfilled by the seller within the time limit agreed in the contractual relationship. If no time limit is agreed, then within the time limit customary for fulfilling a delivery of the type in question.

8.2 If the delivery is not made on time, the seller is in default. The only consequence of the delay is the buyer's right to pay a contractual penalty in the amount agreed in the contractual relationship. The assertion of any other claims is unjustified.

8.3 Withdrawal of the buyer from the contractual relationship in case of default of the seller is only possible if it has been expressly agreed in the contractual relationship.

8.4 The seller's default shall be deemed to be an immaterial breach of contract.

8.5 In the event of cancellation of the contract by the buyer, Bosch Rexroth reserves the right to charge a fee of at least 30% of the order value.

9 Other delivery obligations

9.1 Unless otherwise agreed, the goods are shipped to the Czech Republic by freight service and the transport is recharged to the buyer in the final invoice.

9.2 When personally accepting the delivery at the seller's headquarters, the buyer is obliged to confirm the delivery note (service note) to the seller. Without confirmation of the delivery (service) note, the seller is entitled not to deliver the goods without incurring the consequences of default. The seller's employee will make a note of the refusal of delivery on the delivery note.

9.3 The buyer is obliged to check the completeness of the delivery and, if possible, the functionality. Delivery deficiencies are recorded by the buyer's employee in the delivery note. The seller is not obliged to take into account later complaints regarding the completeness of the delivery.

9.4 In the event of a dispute, the entries on the delivery note in the seller's possession shall prevail.

9.5 In the event of a delay in taking over the delivery by the buyer, the seller is entitled to charge the buyer from the 30th day from the date of storage of the delivery in the amount of 0.07% of the value of the delivery that has not been taken over for each day of storage that has begun.

10 Transfer of ownership

10.1 Until the transfer of ownership to the buyer, the buyer undertakes to dispose of the goods (work) in such a way that no damage is caused to the seller. The buyer undertakes to comply with any disposition instructions of the seller as the owner of the property.

10.2 The risk of loss, damage or destruction of the delivery passes to the buyer upon completion of the delivery.

10.3 Until full payment for the goods (works, services), the buyer is not entitled to make the delivery a part or accessory of another thing or to make a legal act aimed at transferring the ownership of the delivery to a third party.

10.4 In the event that the buyer violates the provisions of Article 10.3 of these terms and conditions, the seller is entitled to demand a contractual penalty of 30% of the delivery price. Right to compensation is not affected by the payment of the contractual penalty.

11 Price of goods, works, services

11.1 The buyer declares that he has sufficient financial means to pay for the goods (the subject of the work).

11.2 The buyer is obliged to pay the seller the agreed price for the delivery. The agreed price is the price stated in the contract or in the written order confirmation. If the price is not contractually agreed, the agreed price is the price stated in the offer.

11.3 Unless otherwise agreed in the contractual relationship, the agreed price includes all components and accessories of the delivery.

11.4 Orders with a total value of less than 400,-Euro are charged a handling fee of 80,-Euro. For orders placed via electronic platforms EDI and e-Shop this fee is 50,- Euro.

11.5 The price is billed by the seller to the buyer with an invoice - tax document after the delivery has been completed. In the invoice-tax document, the seller accounts for the advances so far made by the buyer for this business case.

11.6 The buyer is obliged to pay the invoice - tax document within the due date stated on the invoice. In the case of late payment of the invoice, the seller may charge the buyer interest for late payment in the amount of 15% pa, unless a different amount of interest for late payment has been agreed upon in the contractual agreement.

11.7 The buyer's delay in payment for more than 30 days establishes the seller's right to withdraw from the contractual relationship, after prior written notification of the buyer. Withdrawal from the contractual relationship terminates the relationship from the outset. The buyer is obliged to return the completed delivery and pay the seller a contractual penalty of 50% of the delivery price. In the case of applicability of the returned completed delivery to another buyer, the amount of the contractual penalty is 30% of the price of the returned completed delivery. In the event that the buyer is unable to return the delivery to the seller, he shall pay the seller a contractual penalty in the amount of 100% of the delivery price. The contractual penalty is settled by the seller with an invoice - a tax document. Payment of the contractual penalty does not affect the right to compensation in full. The seller is entitled to unilaterally count the deposit provided by the buyer for the payment of the delivery price against the contractual fines according to these terms and conditions.

11.8 The consequence of the buyer's delay in paying the advance payments is an extension of the seller's delivery period by the period of delay in payment of the advance invoice. If the delay exceeds 30 days, the seller is entitled to withdraw from the contractual relationship. The provisions of Section 11.5 shall apply mutatis mutandis in this case.

11.9 In the event that the buyer fails to pay the invoice - tax document to the seller by the due date, the seller is entitled, in addition to interest on late payment, to require the buyer to pay the so-called exchange rate difference, if the exchange rate of EUR in favour of CZK has changed by more than 3% after the due date of the tax document. The difference to the seller's weight determined in this way will be billed to the buyer with an invoice - a tax document.

12 Right of retention for other goods, work or services

12.1 The seller is not in arrears with the delivery of goods, works or services if the buyer is in arrears with the payment of the seller's due invoices. In this case, the seller is entitled to withhold the delivery of properly ordered goods (works, services) to the buyer if, on the agreed delivery day, the buyer has any unpaid overdue obligation with the seller. The buyer is obliged to immediately pay the obligations of the buyer that became due before the delivery was held or will become due during the delivery being held.

12.2 The retention of the goods (works, services) shall expire on the day following the settlement of all payable obligations of the buyer on behalf of the seller. Upon termination of the lien, the seller shall deliver the retained goods (works, services) to the buyer within 5 working days.

12.3 If the facts for the duration of the seller's right of retention last more than 15 days, the seller may withdraw from the contractual relationship for the delivery of the retained goods (works, services) in writing. By withdrawing from the contractual relationship, the rights and obligations of the contractual parties regarding the given business case are cancelled from the very beginning, and the seller will bill the buyer for the advance payment, if any, provided for the cancelled business case in such a way that this advance will be counted against its receivables from the buyer after maturity, including interest from delays and exchange rate differences. Any overpayment of the deposit will be refunded after it has been settled the seller to the buyer.

13 Warranty

13.1 The seller provides a warranty for its goods (work, service) for 12 months, but no longer than 18 months from delivery, if the buyer proves that the goods have been used for no more than 12 months.

13.2 The warranty does not apply to defects caused by the use of goods in violation of the technical regulations (or catalogue sheets) of the manufacturer.

13.3 Furthermore, the warranty does not apply to damage or destruction of goods (work, result of performed service) as a result of mechanical damage by another person, unprofessional intervention of another person, use of the delivery contrary to its instructions for use.

13.4 If the instructions for use are not part of the delivery, the data of the catalogue sheet or other technical product document. In addition, the warranty does not cover damages caused by using the goods contrary to their intended use, force majeure or theft of the delivery.

13.5 All claims must be made in writing using the online form on our website. The form can be found here: <https://www.boschrexroth.com/cs/cz/servis/reklamace/> All mandatory fields marked with an asterisk must be completed on the form..

13.6 The place of complaint is the seller's registered office: Těžební 1238/2, 62700 Brno.

13.7 The seller reserves the right, in the case of an unrecognized complaint, to demand payment for all verifiable costs associated with the administration, assessment, and diagnosis of the claimed goods or services.

14 Terms

14.1 Bosch Rexroth (hereinafter referred to as the Seller): the business company Bosch Rexroth, spol. s r. o., with registered office at Těžební 1238/2, Černovice, 627 00 Brno, ID No: 00547425, registered in the Commercial Register maintained by the Regional Court in Brno under No. C 123.

14.2 Seller's business partner (hereinafter referred to as the buyer): a legal or natural person who intends to enter into or has entered into a purchase or work contract (contractual relationship) with the seller.

14.3 Business case: conclusion and implementation of a purchase or work contract.

14.4 Framework contract: a written contract of business cooperation, concluded between the buyer and the seller, regulating the terms and conditions of business individually.

14.5 Delivery: fulfilment of goods, works, services or Software (SW) ordered by the buyer from the seller.

14.6 Direct delivery: a case of trade where the seller sends goods directly from the factory, performs work or provides a service based on the buyer's order. In this case, the proof of delivery is the proof of acceptance of the goods, works or services by the buyer.

14.7 Definition of Software (SW)

14.7.1 Documentation: All the information you need to operate the software in accordance with its intended purpose.

14.7.2 Design software: software that can be used to select, calculate, size and/or configure certain products and/or a set of tools containing software components and a development environment to support the customer in creating/changing software.

14.7.3 FOSS: Free and Open Source Software and third-party software under a royalty-free license.

14.7.4 Confidential information: Information in accordance with the Trade Secrets Act.

14.7.5 Type of licence: Determines the scope of use of the software and the number of users. Bosch Rexroth distinguishes the following types of licenses:

a) Single license/license per workstation: the software can be used on a single target hardware device.

b) Multilicence: a specific number of individual licenses.

c) Network/server/copy or floating license: the software can be installed on a network server and/or any number of

d) target hardware devices integrated into the local network. In this case, the software can only be used simultaneously on a certain number of target hardware devices and/or workstations.

e) Corporate license: the software can be used in the agreed premises of the customer's company.

14.7.6 Lack of license coverage: Use of the software beyond the agreed right of use.

14.7.7 Product: goods and/or software.

14.7.8 Damages: Damages and compensation for wasted expenses as defined in the Civil Code.

14.7.9 Property rights: Industrial property rights or third-party copyrights.

14.7.10 Software: Either stand-alone software included in the Bosch Rexroth scope of supply or software loaded into the product memory or target hardware.

14.7.11 Goods: Individual delivery items included in the Bosch Rexroth scope of supply.

14.7.12 Target hardware: The product or customer device on which the software is installed.

in Brno on 1. 01.2025