

General Terms and Conditions of Sale, Deliveries and Services by Bosch Rexroth A/S

Version: 7. marts 2024 (v3)

1. Definitions

In these General Terms and Conditions of Sale, Deliveries and Services by Bosch Rexroth A/S, the below abbreviations shall have the following meaning:

Customer	means the buyer, who purchases Products from Bosch Rexroth A/S.
Rexroth	means Bosch Rexroth A/S, CVR-nr. 82104313, Telegrafvej 1, DK – 2750 Ballerup.
GTC	means these General Terms and Conditions of Sale, Deliveries and Services by Bosch Rexroth A/S.
Product	means the goods and services, which Rexroth sells to the Customer.
Hardware	means a Product or a device, on which software could be installed.

2. Applicability and Agreement basis

- 2.1 All sales, deliveries and services provided by Rexroth are regulated by the content of these GTCs.
- 2.2 Any deviations from these GTCs require an explicit prior agreement in writing between the contracting parties.
- 2.3 These GTCs are available and binding in both Danish and English language. In case of discrepancies between the Danish worded and the English worded version of these GTCs, the Danish worded version shall prevail.
- 2.4 If a matter is not regulated by a clause in these GTCs, then the matter shall be governed by the Danish worded version of NL17 (General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway and Sweden) or the Danish worded version of NLM19 (General Conditions for the Supply and Erection of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway and Sweden) respectively.
- 2.5. If software is provided via a Software License Management system, the “Terms and Conditions for the Registration and Use of Digital Services of Bosch Rexroth AG” shall apply additionally. For assembly and repair works, the “Additional Terms and Conditions for Assembly Service, Repair and Other Services of Bosch Rexroth AG” shall apply additionally. These Terms and Conditions are available on <https://www.boschrexroth.com/da/dk/juridiske-forhold/>

3. Delivery terms

- 3.1 Unless explicitly agreed otherwise in writing between Rexroth and the Customer, the delivery term and passing of risk is according to DAP (Incoterms® 2020), however the Customer shall pay all costs connected with the transport and the delivery. Delivery will take place at the address in Denmark indicated by the Customer in the order document and confirmed by Rexroth in the order confirmation. This also applies for provision of software per data medium and for software preinstalled on Hardware at delivery.

- 3.2 Rexroth never takes back packaging.
- 3.3 Complaints related to delivery shall be notified by the Customer in writing to Rexroth without undue delay per email salg@boschrexroth.dk no later than 15 calendar days after delivery of the Product. The determining date is always the date of receipt of the complaint notice by Rexroth. The complaint notice shall contain a description of the defect and/or, in the case of software, the time when the defect occurred and the detailed circumstances. Claims on account of defects are excluded if the defect is not notified as indicated above.

4. Payment terms

- 4.1 All payments from the Customer to Rexroth fall due 30 days after the date of the invoice.
- 4.2 In case of late payments, Rexroth will charge interest in accordance with the Danish Interest Act.
- 4.3 Furthermore, if the Customer is in delay with any payment, Rexroth is entitled to hold back any further deliveries. Hereto, in such situation Rexroth is entitled to choose to terminate the remaining part of the agreement with the Customer with immediate effect and without any liability towards the Customer or others.
- 4.4 The Customer is not entitled to set-off any amounts against Rexroth and is not entitled to withhold any payments due to Rexroth.

5. Complaints

- 5.1 The Customer may not refuse to accept deliveries on account of insignificant defects.
- 5.2 If required by Rexroth, the objected Product shall be sent by the Customer for repair to Rexroth or as - decided by Rexroth - to the closest customer service unit recognized by Rexroth for the respective product area.
- 5.3 Besides what is mentioned above, claims from the Customer and liability regarding defects shall be regulated in accordance with NL17 clause 24. – clause 37. **Liability for Defects**, however with the following exceptions:

- A. Clause 33: Rexroth decides at its own discretion, if defective parts, which are replaced under Clause 24, shall be placed at Rexroth's disposal and shall become Rexroth's property or not.
- B. Clause 35: This clause shall apply with the following modifications:
 - Subsection a): Shall not apply.
 - Subsection b): The percentage shall be maximum 10% of the agreed purchase price.
 - Subsection c): The second sentence shall not apply. In the third sentence the percentage shall be maximum 10% of the agreed purchase price of the Product exclusive of VAT and other fees, expenses etc.
- C. Clause 36: Rexroth's liability for defects in the Product shall only apply for defects, which have been notified by the Buyer to Rexroth within 12 months from the time of delivery, cf. Clause 3.1.

6. Cancellation of orders and Return of Products

- 6.1 The Customer is not entitled neither partly nor fully to cancel an order and/or return a Product, unless accepted in writing in advance by Rexroth in each specific situation. If Rexroth has accepted that the Customer is entitled to return a Product, the Customer must return the Product at the Customer's own cost and in the un-opened and undamaged original packaging and free from any defects. Return must take place to: Bosch Rexroth A/S, c/o Holger Christiansen A/S, Hedelundvej 13, Gate 1, DK - 6710 Esbjerg, accompanied by the specific return note issued by Rexroth.
- 6.2 If Rexroth has accepted a cancellation, cf. 6.1, then Rexroth will credit the agreed purchase price of the Product deducted by 30% but will not credit the original costs related to transport and delivery, when 6.1 has been fulfilled. However, Rexroth will in any situation

only credit and issue a credit note for a Product with a purchase price equivalent to minimum DKK 2,500.00 excl. VAT.

- 6.3 Rexroth will never take back Products, which are configured and/or customized for and/or by the Customer.

7. Prices

- 7.1 The remuneration is as set out in a separate document or otherwise set out in Rexroth's price list valid at the date of Rexroth's order confirmation to the Customer. The statutory amount of value added tax and other statutory indirect taxes will be added and is also due for payment at the same time as payment of the Product.
- 7.2 Additionally, Rexroth will charge the Customer for packaging.
- 7.3 If the Customer by any order purchases Products for a purchase price less than DKK 1,500.00 excl. VAT, Rexroth shall be entitled to charge an extra fee of DKK 1,000.00 excl. VAT for the handling of such order.
- 7.4 Rexroth reserves the right at any time to renegotiate its prices and/or payment terms also with effect for already confirmed orders and for already entered agreements. Such renegotiations will primarily (without limitation) be with reference to significantly increased costs related to raw materials, logistic- and transport services, labor, energy, inflation, taxes, duty and/or other fees. The assessment concerning, if costs can be considered to have significantly increased, is at the sole discretion of Rexroth. When using the aforementioned option, Rexroth will provide a written notice, which e.g. can be via e-mail, to the Customer, and Rexroth aims in each individual case to send such notice to the Customer as soon as possible.

8. Data Protection

- 8.1 Insofar as personal data is processed, Rexroth complies with the statutory data protection regulations. In this case, the details relating to the data collected and the respective processing thereof are set out in the data privacy statements of Rexroth, which can be found via the following link: <https://www.boschrexroth.com/da/dk/databeskyttelse/>.

9. Export Control

- 9.1 Any impact relating to Export Control, hereunder Embargoes and Economic sanctions, which Rexroth could not foresee at the time of entering into a specific sales agreement, shall be considered as force majeure, which entitles Rexroth without any liability to suspend or delay its performance for as long as the impact lasts.
- 9.2 Should an impact as mentioned in Clause 9.1 hinder or considerably delay or threat to delay Rexroth's performance, then Rexroth shall have the right to revoke the sale, delivery and service, likewise without any liability.
- 9.3 The Customer is at any point in time obliged to comply with and adhere to all national and international legislation, regulations and provisions concerning Export Control, hereunder also regarding Embargoes and Economic Sanctions.
- 9.4 Re-exportation prohibition
- i. Insofar as the Customer obtains from Rexroth Products that are listed in Annexes XI, XX, XXXV or XL of Council Regulation (EU) No. 833/2014 concerning re-strictive measures in view of Russia's actions destabilizing the situation in Ukraine (Russia Embargo Regulation) in the version applicable at the time of delivery ("Relevant BR-Products"), the Customer is contractually prohibited from reselling, re-exporting, supplying or otherwise passing on the Relevant BR-Products, directly or indirectly, to persons in Russia or for use in Russia.
 - ii. The Customer shall undertake its best efforts to ensure that the purpose of Section 9.4.i is not frustrated by any third parties further down the commercial chain, including by possible resellers.

- iii. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible re-sellers, that would frustrate the purpose of paragraph 9.4.i.
- iv. If the Customer breaches Section 9.4.i or 9.4.ii of these T&C, at least negligently, this shall entitle Rexroth to immediately cease further deliveries to the Customer and to terminate the contract or any single order at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this for cause shall not be affected by this.
- v. The Customer shall immediately inform Rexroth about any problems in applying sections 9.4.i, 9.4.ii or 9.4.iii, including any relevant activities by third parties that could frustrate the purpose of paragraph 9.4.i. The Customer shall make available to Rexroth information concerning compliance with the obligations under paragraph 9.4.i, 9.4.ii or 9.4.iii within two weeks of the simple request of such information.

10. Disputes and Applicable Law

- 10.1 In case of a dispute, the parties shall strive to solve such dispute amicably. If the parties cannot settle the dispute, Rexroth has at its sole discretion the right to decide on the venue for such dispute, also to decide if the dispute shall be solved via arbitration.
- 10.2 Danish law shall apply in all aspects in the relation between Rexroth and the Customer.