

## **Bosch Rexroth Oy's General Terms and Conditions of Order and Delivery**

### **1. Document order**

The orders and deliveries of Bosch Rexroth Oy are subject to the terms and conditions detailed in the following documents in the following order, unless otherwise agreed in writing:

1. The order confirmation
2. The quote
3. Bosch Rexroth Oy's General Terms and Conditions of Order and Delivery
4. NL 17 in product deliveries / NLM 19 in installation deliveries
5. General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

The currently valid terms and conditions are available at <https://www.boschrexroth.com/fi/fi/oikeudellinen-tiedote/>.

### **2. Small delivery surcharge**

We charge a small delivery surcharge for individual purchase orders with a value of less than EUR 200 (VAT 0%). The small delivery surcharge amount is EUR 80 (VAT 0%).

### **3. Delivery term**

Unless otherwise agreed in writing, the applicable delivery term is "DAP Delivery address in Finland, freight and packaging charged, INCOTERMS 2020". Bosch Rexroth Oy reserves the right to deliver some of its product range to the buyer directly from its European manufacturing plants. For tax reasons, the delivery address must be located in Finland.

Freight and packing costs are charged based on average costs. Bosch Rexroth Oy will present the grounds upon request.

If a delivery term that differs from the above delivery term and according to which the buyer chooses and pays for freight (such as FCA) has been agreed upon in writing, but the buyer has not indicated the delivery company and delivery method to be used for the order, Bosch Rexroth Oy will choose the most appropriate delivery method and company at the buyer's expense.

In all cases, the risk of the delivery shall be transferred to the buyer in accordance with the stated delivery term.

### **4. Delivery damage**

If the ordered products are damaged during a delivery that Bosch Rexroth Oy is responsible for in accordance with the delivery term, the buyer's representative is obliged to provide a written notice of the detected damage and the presumed cause and time of the damage with photographs to Bosch Rexroth Oy for the purpose of submitting a delivery damage notification. Bosch Rexroth Oy will not accept a delivery damage complaint or replace damaged products if the notice is incomplete or submitted more than two weeks after the receipt of the delivery. In case Bosch Rexroth Oy accepts the delivery damage complaint the buyer shall return the damaged products in accordance with delivery instructions provided by Bosch Rexroth Oy.

## **5. Return of non-defective and non-used products**

According to the following conditions the buyer can request for a return of a non-defective and non-used product:

- buyer indicates the reason for the request
- the request is made less than 12 months since the original delivery date
- products are in a condition equivalent to new product and of an up-to-date series
- invoice value of the requested products to be returned is in total minimum EUR 300.

Bosch Rexroth Oy makes a written case-by-case decision concerning such request.

The maximum refund is 70% of the invoice value of the product.

Buyer shall return the products to Bosch Rexroth Oy only after a prior written approval of the return request. The products must be precisely itemized in the accompanying note (preferably with a copy of Bosch Rexroth Oy's original delivery note) and the note must contain the name of the employee of Bosch Rexroth Oy who approved the return and a reference number informed by Bosch Rexroth Oy.

Transport costs and risks connected with the return transport are borne by the buyer, regardless of the delivery term of the original order. Unpaid return transport costs and costs resulting from preparing the products for storage shall be deducted from the refund. The refund may also be reduced in case any of the returned products do not fulfill the above-mentioned conditions in the technical inspection done by Bosch Rexroth Oy.

## **6. Liability for defects**

Bosch Rexroth Oy will not cover any removal, installation nor re-installation costs, nor any travel and accommodation costs.

Bosch Rexroth Oy will not be held liable for any indirect or direct damage caused by a defective product.

In the event of a defect, the buyer shall submit a written defect notification describing the defects in the product and the conditions of use. The buyer must ask Bosch Rexroth Oy for transport instructions before returning defective products and comply with the provided instructions. If it turns out that Bosch Rexroth Oy is not liable for the defect, Bosch Rexroth Oy has the right to charge the buyer for the freight costs, which Bosch Rexroth Oy has paid. If Bosch Rexroth Oy is liable for the defect, then Bosch Rexroth Oy's liability for transport costs is limited to the delivery address of the original order.

## **7. Price changes**

Bosch Rexroth Oy reserves the right at any time to change the prices and/or payment terms mentioned in its quotes, order confirmations, price lists and/or agreements. Such changes will primarily (without limitation) be subject to increased costs related to raw materials, logistic and transport services, labor, energy, inflation, taxes, duty and other fees. When using the aforementioned option, then Bosch Rexroth Oy will provide a written notice, to the customer, and Bosch Rexroth Oy aims in each individual case to send such notice to the customer as soon as possible. Bosch Rexroth Oy will present the grounds for the changes upon request.

## **8. Language versions**

These Bosch Rexroth Oy's General Terms and Conditions of Order and Delivery have been drawn up in a Finnish worded as well as an English worded version. In case of discrepancy between the two versions, then the English worded version shall prevail.

March 19<sup>th</sup>, 2024

## **9. Export control and prohibition of re-export of Bosch Rexroth products to Russia**

Chapter 12 of the General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG applies to orders and deliveries. The buyer must especially note chapter 12.6, which concerns the prohibition of the re-export of Bosch Rexroth products subject to sanctions to Russia.