

# General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

Version: 12.09.2025

The Terms and Conditions set out below (hereinafter: "T&C") apply to deliveries and services provided to the customer (hereinafter: "CUSTOMER") for a consideration by [Bosch Rexroth AG, Zum Eisengießer 1, 97816 Lohr am Main, Germany](https://www.boschrexroth.com/en/dc/legal-notice/) (hereinafter: "BOSCH REXROTH"). If Software is provided via a Software-Licence 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 of Service for Assembly, Corrective Maintenance and Other Services Rendered by Bosch Rexroth AG" shall apply additionally. These Terms and Conditions are available on <https://www.boschrexroth.com/en/dc/legal-notice/>. Standard business terms of the CUSTOMER shall not apply; they are hereby explicitly rejected. This applies even if, in connection with a purchase order or in other documents of the CUSTOMER, reference is made to its standard business terms and if BOSCH REXROTH does not explicitly reject them in this case.

## 1. General provisions

- 1.1. The meaning set out in the Preamble and in sec. 22 Definitions applies to the capitalized terms used in these T&C.
- 1.2. Amendments and supplements to these T&C must be made in written form.
- 1.3. If the CUSTOMER does not accept an offer from BOSCH REXROTH within two (2) weeks of receipt thereof, BOSCH REXROTH has the right to revoke it.

## 2. Delivery, delivery periods, default

- 2.1. The precondition for the commencement of and compliance with agreed delivery periods is the performance of CUSTOMER's obligations to collaborate, including the punctual receipt of items to be supplied, documents, approvals, examinations, releases, compliance with the payment terms agreed, including remittance of agreed down-payments and/or opening a letter of credit. If these preconditions are not properly performed in good time, the delivery periods shall be reasonably extended, taking into account these circumstances; this does not apply if BOSCH REXROTH is solely responsible for the delay.
- 2.2. Unless otherwise agreed, the scope of delivery for the PRODUCT exclusively includes operating manual(s) and accessories, as specified in the DOCUMENTATION and/or product description.
- 2.3. Unless otherwise agreed, SOFTWARE is delivered or made available for downloading in the version named in the DOCUMENTATION. The CUSTOMER is responsible for installation of the SOFTWARE. If the SOFTWARE is provided for use on a data medium or is pre-installed on TARGET HARDWARE, this might possibly not contain the version named in the DOCUMENTATION. The delivery obligation of BOSCH REXROTH shall be met by providing the actualization. The CUSTOMER is obliged to perform the actualization.
- 2.4. If non-compliance of the performance of contractual obligations is due to force majeure or to other disruptions for which BOSCH REXROTH is not accountable, e.g. war, terrorist attacks and acts, riots, epidemics, pandemics, natural disasters, extreme natural phenomenon, import and export restrictions, limitations in energy supply, governmental measures or official directives, issuance of laws, regulations, or instructions by a governmental authority or by the United Nations (including, but not limited to, export or import prohibitions)

including those affecting sub-suppliers, neither party shall be liable for non-compliance with its contractual obligations, and any agreed deadlines shall be extended accordingly. This also applies to industrial action affecting BOSCH REXROTH or its sub-suppliers. This includes also difficulties to procure raw material, commercially impractical consequences for a party due to any of the above-named events as well as inadequate or delayed deliveries by suppliers due to force majeure.

- 2.5. If delivery by BOSCH REXROTH is delayed, the CUSTOMER shall, on request by BOSCH REXROTH, declare within a reasonable period of time, whether the CUSTOMER insists on delivery or whether it claims its other statutory rights pursuant to sec. 2.6, 2.7.
- 2.6. In the event of delayed delivery, the CUSTOMER may only revoke the contract in accordance with the statutory provisions insofar as BOSCH REXROTH is accountable for the delay.
- 2.7. Sec. 9 shall apply for claims for damages by the CUSTOMER in the event of delayed delivery.
- 2.8. If the CUSTOMER is in default of acceptance or if the CUSTOMER culpably violates its other obligations to collaborate, BOSCH REXROTH has the right to demand reimbursement of the damage incurred by BOSCH REXROTH in this respect, including other additional expenditures, in an amount equal to 0.5 % of the price of the items for delivery for each month of delay commenced, but not exceeding, on aggregate, 5 % of the price of the items for delivery. The contract parties retain the right to evidence that the costs of additional expenditures were higher or lower. Further claims due to default of acceptance shall remain unaffected.
- 2.9. Part deliveries and corresponding invoices are admissible unless the CUSTOMER cannot be reasonably expected to accept them.
- 2.10. The CUSTOMER may not refuse to accept deliveries on account of insignificant defects.

## 3. Passing of risk

- 3.1. Delivery of the GOODS and the passing of risk are effected FCA place of dispatch of the plant supplying the GOODS (Incoterms® 2020), unless explicitly agreed otherwise. This also applies for provision of SOFTWARE per data medium or for SOFTWARE pre-installed on TARGET HARDWARE at delivery.
- 3.2. Alternatively, SOFTWARE is delivered and the risk

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

passes at the election of BOSCH REXROTH either by providing the SOFTWARE per download or by transmitting the information necessary to download it.

3.3. At the CUSTOMER's request and expense, BOSCH REXROTH shall insure deliveries against the customary transport risks.

### 4. Retention of title

4.1. BOSCH REXROTH retains the title to the GOODS delivered until all of its claims existing and still to arise under the business relationship have been settled in full.

4.2. If maintenance and service work has to be carried out on the GOODS subject to retention of title, the CUSTOMER has to conduct such work in goodtime at its own expense.

4.3. Within the scope of its normal business operations, the CUSTOMER has the right to process the GOODS or to connect them with other products. The CUSTOMER transfers to BOSCH REXROTH now already joint ownership in the products thereby created, as security for the claims named in sec. 4.1. The amount of the joint ownership share is determined by the relationship between the value of the GOODS (calculated on the basis of the final invoice amount including VAT) and that of the product created by means of the processing or connection at the time of such processing or connection. The CUSTOMER shall hold the products jointly owned by BOSCH REXROTH in safekeeping free of charge as an ancillary contractual obligation.

4.4. The CUSTOMER has the right of resale the GOODS or its products subject to sec. 4.3 in its normal business operations either in exchange for immediate payment or subject to retention of title. The CUSTOMER hereby assigns to BOSCH REXROTH already all such receivables, together with ancillary rights, in full, in the event of co-ownership in proportion to the amount of the co-ownership share. The assigned receivables serve as security for the claims of BOSCH REXROTH under sec. 4.1. The CUSTOMER has the right to collect the assigned receivables as long as the CUSTOMER meets its payment obligations to BOSCH REXROTH. If the CUSTOMER is in default of payment, upon request by BOSCH REXROTH the CUSTOMER shall indicate in writing without undue delay, to whom it has sold the GOODS or products that are owned or jointly-owned by BOSCH REXROTH and of the receivables to which the CUSTOMER is entitled from such resale. The CUSTOMER shall inform the respective debtors of the assignment and issue to BOSCH REXROTH, at its own expense, publicly-certified deeds relating to the assignment of the receivables. The CUSTOMER is not entitled to make any other dispositions of the GOODS or products owned or jointly-owned by BOSCH REXROTH or with respect to the receivables assigned to BOSCH REXROTH.

4.5. The CUSTOMER shall inform BOSCH REXROTH without undue delay of attachments of or other impairments to the rights to the GOODS or products partly of fully owned by BOSCH REXROTH and/or to the receivables. The CUSTOMER shall bear all the costs which have to be expended to cancel such third-party attachment of property items, especially resulting

from the provisions of this sec. 4 to which BOSCH REXROTH has retained title or which it holds as security and to replace them if they cannot be collected from third parties.

4.6. If the value of the security held by BOSCH REXROTH exceeds the receivables by more than 10 % on aggregate, BOSCH REXROTH shall release security to this extent at the discretion of BOSCH REXROTH.

### 5. Prices

5.1. The remuneration set out in a separate document or otherwise set out in the price list of BOSCH REXROTH valid at the given time, plus the statutory amount of Value Added Tax and other statutory indirect taxes, is due for payment of the PRODUCT.

5.2. Value-added tax may not be charged only in those cases where the prerequisites of a tax exemption are met. For deliveries to EU-member states the following shall apply: CUSTOMER shall without delay contribute to the proof of delivery. In particular, BOSCH REXROTH may demand a receipt of delivery including date and signature. This receipt shall demonstrate at least name and address of the PRODUCT recipient, quantity and usual commercial description of the GOODS, place and date of receipt of the PRODUCT. Additionally, CUSTOMER shall provide its value added tax identification number. If the respective verification is not given, no VAT exemption for the supplies can be granted. If the CUSTOMER does not meet its obligations, it shall reimburse the resulting VAT and any additional charges imposed on BOSCH REXROTH by the respective authorities.

5.3. In the absence of a separate agreement, the prices are FCA place of dispatch of the plant supplying the GOODS (Incoterms® 2020) excluding packaging. If the CUSTOMER demands the taking back of packaging, a separate fee will be charged. Irrespective of an individual delivery term, place of return of the packaging will be the place of dispatch of the plant supplying the GOODS.

5.4. If the PRODUCTS contain vehicle and/or industrial batteries, the CUSTOMER is obliged to properly take back and/or recycle these batteries at its own expense and to fulfill any further obligations arising from the German Battery Act (BattG) or other applicable regulations, also at its own expense.

5.5. BOSCH REXROTH reserves the right to change the prices appropriately in the event of current cost increases after the contract is concluded, especially due to changes in wage costs, e.g. due to collective bargaining agreements, or changes to the price of materials, customs duties and other charges in connection with import or export transactions, which were not foreseeable for costing, insofar as BOSCH REXROTH is not accountable for the cause thereof. These shall be evidenced to the CUSTOMER on request.

5.6. Insofar as deliveries of spare parts and return deliveries of repaired GOODS are not covered by liability for defects as to quality in accordance with sec. 8, a reasonable flat rate shall be charged for postage and packaging in addition to the remuneration for the service rendered by BOSCH REXROTH.

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

### 6. Payment terms

- 6.1. Unless otherwise agreed in writing, all the invoices of BOSCH REXROTH shall be paid within 30 days of receipt at the latest, without any deductions being made, by means of cashless remittance to a bank account indicated by BOSCH REXROTH.
- 6.2. BOSCH REXROTH may, however, make delivery conditional upon contemporaneous payment (e.g. by cash on delivery or direct debit from a bank) or upon payment in advance.
- 6.3. BOSCH REXROTH has the right to credit payments against the oldest outstanding account receivable.
- 6.4. If the time limit for payments is exceeded, BOSCH REXROTH has the right to charge default interest in an amount of nine (9) percentage points above the base rate of interest plus a lump sum for costs in an amount of 40 Euros. The right to claim further damage is reserved.
- 6.5. If the CUSTOMER is in default of payment, BOSCH REXROTH has the right to demand immediate payment of all accounts receivable under the business relationship which are due and certain. Further, BOSCH REXROTH then also has the right to perform outstanding deliveries only in return for advance payment or provision of security. This right is not excluded by deferral of payment.
- 6.6. The CUSTOMER only has the right to offset counterclaims and withhold payments insofar as counterclaims are undisputed, legally binding or, after becoming *lis pendens*, are ready for a decision.

### 7. Complaints and notifications of defects

- 7.1. Complaints shall be notified by the CUSTOMER in writing without undue delay, no later than 15 days after delivery of the PRODUCT. Other defects shall be notified by the CUSTOMER in writing without undue delay after discovery thereof. The authoritative date is always the date of receipt of the complaint notice by BOSCH 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 in good time.
- 7.2. If the notification of a defect is unjustified, BOSCH REXROTH has the right to demand that the CUSTOMER reimburse the expenditures incurred by BOSCH REXROTH unless the CUSTOMER demonstrates that it was not at fault with regard to the unjustified defect notification.

### 8. Defects as to quality/defects of title

- 8.1. Only the description of the PRODUCT provided by BOSCH REXROTH prior to conclusion of the contract or agreed in a separate document (e.g. in the DOCUMENTATION or catalogue) is decisive in the sense of sec. 434 German Civil Code (BGB) for the quality of the PRODUCT. This shall especially encompass its IT-security features. The details contained therein shall solely be understood as performance specifications and not as guarantees. A guarantee is only given if it has been explicitly designated as such by BOSCH REXROTH in writing prior to conclusion of the

contract. No further quality beyond sec. 434 German Civil Code (BGB) is owed, and, in particular, nor does it ensue from public statements or advertising by distribution partners of BOSCH REXROTH. BOSCH REXROTH is not obliged to provide any services which go beyond the liability for defects.

- 8.2. Claims for defects as to quality become statute-barred in twelve (12) months. This does not apply if longer limitation periods are stipulated by law pursuant to sec. 438 (1) no. 2 (buildings and things for buildings), 479 (1) (recourse claim) and 634a (construction defects) of the German Civil Code (BGB).
- 8.3. The limitation period for defects as to quality commences
  - i. for PRODUCTS for motor vehicle and motor equipment: at the time when the PRODUCTS are brought into use, i.e. in the event of original equipment, when first registered, in the other cases, when installed, however no later than six months after delivery of the PRODUCT (passing of risk);
  - ii. in all other cases: upon delivery (passing of risk).
- 8.4. If a defect as to quality occurs during the limitation period, BOSCH REXROTH can cure the defect at its own discretion by remedying the defect or supplying a defect-free PRODUCT. A defect in SOFTWARE can be remedied at the discretion of BOSCH REXROTH by means of update/patch/bug-fix or by indicating a workaround; the latter only insofar as this is reasonably acceptable for the CUSTOMER, taking account of the effects of the defect and the circumstances of the workaround solution indicated. Sec. 2.2 shall apply *mutatis mutandis*.
- 8.5. If so required by BOSCH REXROTH, the objected GOODS shall be sent for repair to BOSCH REXROTH or to the closest customer service unit recognized by BOSCH REXROTH for the respective product area <https://www.boschrexroth.com/en/de/service-and-support/service/>.
- 8.6. In the event of cure, the limitation period shall recommence with respect to the cured part, irrespective of sec. 212 BGB. These claims for defects shall become statute-barred no later than after expiry of twice the limitation period, starting from the date of first delivery of the PRODUCT.
- 8.7. If the cure should fail, the CUSTOMER can, irrespective of any claims for DAMAGES in accordance with statutory provisions, revoke the contract or reduce the remuneration.
- 8.8. Claims by the CUSTOMER based on the expenditures necessary for the purpose of the cure, in particular costs of transport, transportation, labour and materials, are determined by the statutory provisions. They are excluded, however, insofar as the expenditures are increased because the PRODUCT is retrospectively moved to a location different from the original place of performance. The expenditures necessary for cure shall be borne by BOSCH REXROTH to a degree which is in reasonable proportion to the value of the thing in defect-free condition, to the significance of the defect and/or to the possibility of obtaining a cure in a different manner; costs in excess of this shall be borne by

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

- the CUSTOMER.
- 8.9. There are no claims for cure in the event of an only insignificant deviation from the agreed quality or in the event of only insignificantly impaired usability. Further rights remain unaffected by this.
- 8.10. The following do not constitute defects as to quality:
- Natural wear and tear;
  - Qualities of the PRODUCT or damage caused to or by the PRODUCT after the passing of risk as a result of improper handling, storage or installation, non-compliance with installation and handling regulations, excessive strain or use, or unsuitable operating resources, commissioning or maintenance;
  - Qualities of the PRODUCT or damage caused to or by the PRODUCT by force majeure, particular external influences not foreseen under the contract, or due to the use of the PRODUCT outside the use foreseen under the contract or customary use, and, in the case of SOFTWARE, by virus contamination;
  - Changes to the PRODUCT by the CUSTOMER or other third parties, unless the defect is not in causal connection with the change;
  - Faults in the SOFTWARE caused by application errors by the CUSTOMER and which could have been avoided had the DOCUMENTATION been consulted carefully; application errors are also deemed to be inexistent or inadequate back-up measures pursuant to sec. 20.7 which would have avoided loss of data;
  - Errors which are based on the SOFTWARE being used in an operating environment other than approved by BOSCH REXROTH or due to faults in the TARGET HARDWARE, the operating system or the software of other manufacturers.
- 8.11. BOSCH REXROTH is not liable for the quality of the PRODUCT which is based on the design or choice of material, if the design or the material was stipulated by the CUSTOMER.
- 8.12. With respect to SOFTWARE which the CUSTOMER or a third party expanded or changed via an interface intended for this by BOSCH REXROTH, BOSCH REXROTH is only liable for the defects occurring up to the interface. The CUSTOMER shall indemnify BOSCH REXROTH in this respect from any claim raised by third parties, regardless of the statutory basis for the claim.
- 8.13. Unless agreed otherwise, it is the CUSTOMER's responsibility to, by choosing adequate technical and/or organizational measures, ensure the IT-security of its systems when integrating or using the PRODUCT taking into consideration the technical nature of the PRODUCT. This applies in particular when the CUSTOMER is an operator of a critical infrastructure in the sense of sec. 2 subsec. 10 German BSI-Act.
- 8.14. The CUSTOMER shall only have statutory recourse claims against BOSCH REXROTH to the extent that the CUSTOMER has not reached any agreements or agreed on goodwill regulations with its customers exceeding the statutory claims for defects.
- 8.15. The CUSTOMER shall provide BOSCH REXROTH, or a third party obligated to perform the warranty, with the time and opportunity necessary to execute the warranty work. The CUSTOMER only has the right to conduct such work itself if BOSCH REXROTH gives its consent, except in the cases provided for in sec. 637 BGB.
- 8.16. The liability of BOSCH REXROTH to compensate for DAMAGES due to defects as to quality is further governed by sec. 9. Further claims by the CUSTOMER or claims of the CUSTOMER based on defects as to quality other than those covered by this sec. 8 are excluded.
- 8.17. The provisions of this sec. 8 shall apply accordingly to defects of title which are not based on an infringement of third-party rights pursuant to sec. 10.
- ### 9. Claims for DAMAGES
- 9.1. BOSCH REXROTH shall be liable for DAMAGES based on a violation of contractual or non-contractual obligations only
- in the event of intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit);
  - in the event of a negligent or intentional injury to life or limb or health;
  - on account of provision of a guarantee of quality or durability.
  - in the event of a culpable violation of material contractual obligations; such contractual obligations shall be deemed material which, when performed, enable the proper execution of the contract altogether and which the CUSTOMER may regularly rely on compliance with;
  - on account of mandatory liability pursuant to the German Product Liability Act (Produkthaftungsgesetz);
  - on account of mandatory data protection reasons; or
  - on account of other mandatory liability.
- 9.2. The liability for DAMAGES of sec. 9.1.iv by a violation through simple negligence (einfach fahrlässige Verletzung wesentlicher Vertragspflichten) shall be limited to the amount of damage typical of the contract and foreseeable at the time when the contract was concluded. This applies accordingly for DAMAGES caused by persons engaged in the performance of an obligation of BOSCH REXROTH (Erfüllungsgehilfen) by simple negligence (einfache fahrlässige Verletzung). The amount of DAMAGES typical of the contract and foreseeable, based on violations of obligations by BOSCH REXROTH, corresponds to the amount of the remuneration paid by the CUSTOMER, but not, however, exceeding EUR 100,000.
- 9.3. In case of SOFTWARE, BOSCH REXROTH shall not be liable in particular for DAMAGES incurred by the CUSTOMER due to a failure to back-up data in accordance with sec. 20.7 or due to incorrect operation or to usage not in compliance with the designated purpose.
- 9.4. Any liability for DAMAGES beyond that provided for in sec. 9 is excluded – regardless of the legal nature of the claim established.
- 9.5. Insofar as the liability for DAMAGES by BOSCH REXROTH is excluded or reduced, this also applies to the personal liability for DAMAGES of the employees, representatives and of persons engaged in

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

performance of an obligation (Erfüllungsgehilfen).

### 10. Property rights and copyrights

- 10.1. BOSCH REXROTH shall be liable for claims resulting from an infringement of PROPERTY RIGHTS, if at least one PROPERTY RIGHT from the property rights family has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.
- 10.2. The preconditions of a liability according to sec. 10.1 are that
- the PROPERTY RIGHT is not or was not owned by the CUSTOMER or by a CUSTOMER's AFFILIATED COMPANY and
  - the CUSTOMER is not accountable for the infringement of PROPERTY RIGHTS.
- 10.3. Claims by the CUSTOMER are excluded if the PRODUCT was produced in accordance with the specifications or instructions of the CUSTOMER or if the (alleged) infringement of the PROPERTY RIGHT derives from use in interaction with another product not originating from BOSCH REXROTH or if the PRODUCT is used in a way which was not foreseeable for BOSCH REXROTH.
- 10.4. The claims against BOSCH REXROTH under this sec. 10 are subject to the condition that the CUSTOMER
- informs BOSCH REXROTH without undue delay of the third-party claims raised,
  - provides BOSCH REXROTH with a copy of all respective correspondence with the claimant and courts without undue delay after receipt thereof,
  - provides BOSCH REXROTH with the information required to defend against the claim,
  - on request of BOSCH REXROTH, confer to BOSCH REXROTH the exclusive right to steer the conduct of the legal action by the CUSTOMER and the right to make the final decision on reaching any judicial or out-of-court settlements and
  - supports BOSCH REXROTH to an appropriate degree in averting third-party claims.
- 10.5. If the CUSTOMER is ordered to cease the use of the PRODUCT or of a part thereof either by a final and absolute court judgment or if an preliminary injunction is served on the CUSTOMER, then in order to remedy the rights' infringement BOSCH REXROTH shall, at its discretion, either obtain for the CUSTOMER the right to continue to use the PRODUCT, or replace or modify the PRODUCT whilst upholding the agreed functionalities. If the aforementioned alternatives cannot be realized by BOSCH REXROTH subject to reasonable conditions, both parties have the right to revoke the contract. Insofar as can be reasonably expected of the CUSTOMER, the revocation shall only be to the extent required to rectify the infringement of rights. BOSCH REXROTH reserves the right to take any of the measures provided by this sec. 10.5, sentence 1, if the infringement of PROPERTY RIGHTS is not finally asserted or acknowledged by BOSCH REXROTH.
- 10.6. The obligation of BOSCH REXROTH to pay DAM-

AGES in the event of an infringement of PROPERTY RIGHTS is otherwise governed by sec. 9.

- 10.7. Secs. 8.2, 8.3 and 8.6 shall apply accordingly to the statute of limitation of claims based on an infringement of PROPERTY RIGHTS.
- 10.8. Further and other claims than those regulated in this sec. 10 by the CUSTOMER based on infringements of third party PROPERTY RIGHTS are excluded.

### 11. Revocation

- 11.1. In the event of breach of contract by the CUSTOMER, in particular in the event of default of payment, BOSCH REXROTH has the right, notwithstanding its other contractual and statutory rights, to revoke the contract after expiration of an appropriate additional grace period.
- 11.2. BOSCH REXROTH has the right to revoke the contract without setting an additional a grace period if
- the CUSTOMER has ceased its payments.
  - there is or threatens to be a significant deterioration in the financial circumstances of the CUSTOMER and, as a result, performance of a payment obligation to BOSCH REXROTH is jeopardized;
  - the CUSTOMER has applied for insolvency proceedings or comparable debt settlement proceedings to be opened with respect to its assets; or
  - the CUSTOMER meets the criteria of insolvency or over-indebtedness.
- 11.3. After BOSCH REXROTH declares the revocation of the contract, the CUSTOMER shall permit BOSCH REXROTH or an agent of BOSCH REXROTH to access the GOODS subject to retention of title without undue delay and shall surrender them. After corresponding notification given in good time, BOSCH REXROTH may otherwise realize the GOODS subject to retention of title pursuant to sec. 4 to satisfy the receivables of BOSCH REXROTH due from the CUSTOMER.
- 11.4. The CUSTOMER shall erase all data media, copies of the SOFTWARE, including the back-up copies pursuant to sec. 19.2, and the DOCUMENTATION provided for use, or destroy these and confirm this in writing to BOSCH REXROTH on request. The same shall apply in the event of a subsequent supply pursuant to sec. 8.4.
- 11.5. Statutory rights and claims are not restricted by the provisions contained in this sec. 11.

### 12. Export control

- 12.1. In this sec. 12, the following terms shall have the meaning defined below
- 12.1.a) "EMBARGOED ITEMS" are all Items listed in the Annexes to Regulation (EU) No. 833/2014, Regulation (EU) No. 765/2006 and/or Annex I to Regulation (EU) No. 2021/821, in each case, as amended from time to time. Excluded are those Items for which only the purchase, import or transfer into the European Union is prohibited.
- 12.1.b) "EXPORT CONTROL REGULATIONS" means all worldwide export control, embargo and sanctions regulations applicable to the contract and its subject matter, in each case as amended from time to time.

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

- 12.1.c) "INTELLECTUAL PROPERTY RIGHTS" are all intellectual property rights worldwide, including CONFIDENTIAL INFORMATION and know-how, e.g. patents, trademarks, design rights, utility models and copyrights (including rights to use copyrights). The term also includes applications for such rights and rights to such rights (e.g. rights arising from inventions). It also includes any material or information protected by means of INTELLECTUAL PROPERTY RIGHTS or constituting CONFIDENTIAL INFORMATION.
- 12.1.d) "ITEMS" are all items, software and technology.
- 12.1.e) "LICENSED IP" means all INTELLECTUAL PROPERTY RIGHTS to which Licenses are granted under the contract.
- 12.1.f) "LICENSES" are all licenses and other rights to use INTELLECTUAL PROPERTY RIGHTS, including sublicenses and other derived rights of use, and including rights to access or reuse any material or information protected by means of Intellectual Property Rights or constituting CONFIDENTIAL INFORMATION."
- 12.1.g) "MILITARY ITEMS" are Items that are listed in the Common Military List of the European Union and/or Annex 1 (Export List – Ausfuhrliste) of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsgesetz), in each case as amended from time to time.
- 12.2. Compliance with EXPORT CONTROL REGULATIONS; Liability
- 12.2.a) The Parties shall comply with all EXPORT CONTROL REGULATIONS applicable to the contract and its subject matter. They shall assist each other in the fulfillment of their respective obligations under EXPORT CONTROL REGULATIONS in connection with the contract.
- 12.2.b) Each Party is entitled to refuse to perform its obligations under this Contract insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international [re-]export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to this Contract (hereinafter referred to as "FOREIGN TRADE LAW"). In such cases, either Party is entitled to terminate this Contract to the extent necessary. In case of continuous obligations BOSCH REXROTH is also entitled to terminate the contract without notice period, if such impediments only occur during the execution of the contract.
- 12.2.c) In case of delay in the performance of obligations under this Contract caused by licensing, authorization or similar requirements or caused by other FOREIGN TRADE LAW procedures (hereinafter referred to as "FOREIGN TRADE AUTHORIZATION"), the time of performance for such obligations is extended/moved accordingly and neither Party shall have any liability for non-compliance related to such delay. Should a FOREIGN TRADE AUTHORIZATION be denied or not granted within 12 months after filing the application, BOSCH REXROTH is entitled to terminate this contract to the extent the performance of the obligation requires this FOREIGN TRADE AUTHORIZATION.
- 12.2.d) Each Party shall notify the other party within a reasonable time period upon becoming aware of a FOREIGN TRADE LAW, which may prohibit or impair performance according to sec. 12.2 b) or delay in performance according to sec. 12.2 c).
- 12.2.e) Upon BOSCH REXROTH's request, the CUSTOMER shall provide all information and documentation necessary to comply with FOREIGN TRADE LAW or requested by authorities in relation to FOREIGN TRADE LAW. Such information and documents including, without limitation, information on the endcustomer/user, the destination and the intended enduse of the deliveries. BOSCH REXROTH may, in BOSCH REXROTH's sole discretion, refuse to perform its obligations under this contract or terminate the contract, if the CUSTOMER does not provide BOSCH REXROTH with such information or documents within a reasonable time.
- 12.2.f) In the event that the CUSTOMER provides to any third party (specifically including AFFILIATED COMPANY of the CUSTOMER any deliveries provided under this Contract, the CUSTOMER shall comply with applicable FOREIGN TRADE LAW. BOSCH REXROTH is entitled to refuse to perform our obligations under this contract and to terminate the contract for cause, if the CUSTOMER breaches this obligation.
- 12.2.g) Neither Party shall be liable to the other Party for any damages incurred by the other Party due to compliance with EXPORT CONTROL REGULATIONS, including damages due to delays in complying with PERMIT requirements and the refusal of necessary PERMITS. This shall not apply if and to the extent that such damages are based on intentional or negligent acts of the respective Party or its vicarious agents, namely the intentional or negligent failure to obtain a required PERMIT.
- 12.2.h) For delivery of goods across customs borders to BOSCH REXROTH, the CUSTOMER is obligated to provide us with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to us, the CUSTOMER is obligated to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only" in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively.
- 12.2.i) When passing on, transmitting or otherwise transferring the goods delivered by BOSCH REXROTH (hardware and/or software and/or technology and the relevant documents, independently of the manner in which they are provided) or of work and services provided by us (including technical support of any kind) to third parties domestically and abroad, the CUSTOMER shall comply with the applicable regulations of the national and international customs and (re-)export control legislation and to obtain all necessary FOREIGN TRADE AUTHORIZATION in this regard.

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

- 12.2.j) The deliveries to be delivered must not be used for military purposes or in the service of nuclear technology.
- 12.3. Re-Exportation prohibition
- Insofar as the customer 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:
- 12.3.a) The CUSTOMER 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.
- 12.3.b) The CUSTOMER shall undertake its best efforts to ensure that the purpose of Sec. 12.3 a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 12.3.c) 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 resellers, that would frustrate the purpose of Secs. 12.3.a).
- 12.3.d) If the CUSTOMER breaches Secs. 12.3.a) to 12.3.c), at least negligently, this shall entitle us to immediately cease further deliveries to the CUSTOMER and to terminate this contract and any contracts concluded under this contract 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 contract for cause shall not be affected by this.
- 12.3.e) The CUSTOMER shall immediately inform BOSCH REXROTH about any problems in applying Secs. 12.3.a) to 12.3.c), including any relevant activities by third parties that could frustrate the purpose of Sec. 12.3.a). The CUSTOMER shall make available to BOSCH REXROTH information concerning compliance with the obligations under Secs. 12.3.a) to 12.3.c) within two weeks of the simple request of such information.
- 12.4. Insofar as the CUSTOMER receives LICENSED IP from BOSCH REXROTH, the following shall apply:
- 12.4.a) The LICENSEE undertakes
- not to use the LICENSED IP in connection with (i) the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, (ii) the development, production, maintenance or storage of missiles for such weapons, or (iii) the development, production or maintenance of MILITARY ITEMS;
  - not to use the LICENSED IP directly or indirectly (i) in Russia or in Belarus in connection with EMBARGOED ITEMS, including for their provision, manufacture, maintenance or use of EMBARGOED ITEMS for or in Russia or Belarus, and/or (ii) to grant LICENSES to the LICENSED IP to any natural or legal person, entity or body in Russia or Belarus;
- iii. not to re-export the LICENSED IP, to the extent that an export is at all possible due to the nature of the LICENSED IP, to Russia or Belarus and not to re-export it to any other country for use in Russia or Belarus; and
- iv. not to use the LICENSED IP in connection with EMBARGOED ITEMS, that are intended for sale, supply, transfer or export to Russia or Belarus, or for use in Russia or Belarus. This also applies if the EMBARGOED ITEMS are only indirectly intended for this purpose, e.g. in the case of a sale or delivery to Russia or Belarus via third parties.
- 12.4.b) Insofar as the LICENSEE is entitled to grant sub-LICENSES or to transfer the LICENSE, the LICENSEE shall impose contractual prohibitions corresponding to Sec. 12.4.a) and obligations corresponding to this Sec. 12.4.b) on its sublicensees and/or third parties to whom it transfers the LICENSE and shall enforce these in an appropriate and effective manner. The LICENSEE shall take such measures as are necessary to enable it to enforce these corresponding contractual prohibitions against third parties.
- 12.4.c) If the LICENSEE violates the above provisions of Sec. 12.4.a) and/or 12.4.b), BOSCH REXROTH shall have the right to terminate the contract with immediate effect.
- 12.4.d) The LICENSEE shall inform BOSCH REXROTH immediately of any violations or issues that arise in the application of Sec. 12.4, including any actions by third parties that could jeopardize or frustrate the purpose of Sec. 12.4. The LICENSEE shall inform BOSCH REXROTH at any time without undue delay about its compliance with its obligations under Sec. 12.4 and shall provide information that verifies the plausibility of such compliance, but in any event no later than two weeks after being requested to do so.
- 12.4.e) The LICENSES granted under the contract are granted only to the extent and within the territorial scope permitted by EXPORT CONTROL REGULATIONS. If a change in EXPORT CONTROL REGULATIONS results in a LICENSE granted under these T&C becoming impermissible, such LICENSE shall automatically become temporarily ineffective to the extent and as long as it is impermissible under the applicable EXPORT CONTROL REGULATION. In such case, the LICENSEE shall immediately cease using the affected INTELLECTUAL PROPERTY RIGHTS, including materials or information.
- 12.5. The provisions of this Sec. 12 shall take precedence over the other provisions of these T&C.

## 13. Confidentiality

- 13.1. All the CONFIDENTIAL INFORMATION originating from BOSCH REXROTH shall be kept secret from third parties and may be made available only to those persons in the CUSTOMER's own operations who have a need to know the respective information for performance of the purpose of the contract and who are similarly committed to confidentiality. The respective CONFIDENTIAL INFORMATION shall remain the

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

exclusive property of BOSCH REXROTH. CONFIDENTIAL INFORMATION may not be duplicated or used commercially without the prior consent of BOSCH REXROTH in writing. Upon request of BOSCH REXROTH, all CONFIDENTIAL INFORMATION originating from BOSCH REXROTH (if applicable, inclusive of any copies or records made) and loaned items which contain CONFIDENTIAL INFORMATION shall be returned to BOSCH REXROTH or fully destroyed without undue delay.

- 13.2. The obligation to uphold secrecy pursuant to sec. 13.1 does not apply to CONFIDENTIAL INFORMATION which
- i. were already in the lawful possession of the CUSTOMER before being handed over by BOSCH REXROTH;
  - ii. the CUSTOMER lawfully received from third parties without any secrecy obligations;
  - iii. are disclosed to third parties by BOSCH REXROTH without any conditions regarding secrecy;
  - iv. are developed by the CUSTOMER itself independently of the information received;
  - v. have to be disclosed by law; or
  - vi. are disclosed by the CUSTOMER with the prior written consent of BOSCH REXROTH.
- 13.3. BOSCH REXROTH reserves all rights to the CONFIDENTIAL INFORMATION named in sec. 13.1.

### 14. Reverse Engineering

- 14.1. Without prior consent of BOSCH REXROTH, the CUSTOMER may not undertake any observation, examination, back engineering or testing (so-called reverse engineering) of a PRODUCT provided for use by BOSCH REXROTH.
- 14.2. Additionally to sec. 14.1., with respect to SOFTWARE, the CUSTOMER is not entitled, subject to sec. 18.1, to process, change, reverse engineer, decompile or disassemble the program code thereof or to produce works derived from the SOFTWARE. The obligatory, mandatory provisions of secs. 69d, 69e German Copyright Act (UrhG) shall remain unaffected by this.

### 15. Access to and Use of DATA/Data Protection

- 15.1. ORIGINAL DATA will be made available in accordance with the provisions and restrictions of the DATA ACT.
- 15.2. BOSCH REXROTH will use, store, copy, modify, analyze, provide, view, download or otherwise exploit the DATA itself or by third parties for the purpose of providing the service.
- 15.3. BOSCH REXROTH may use the data in anonymised or pseudonymised form for machine learning and product improvements or product expansions.
- 15.4. BOSCH REXROTH assures that it will not use the ORIGINAL DATA to gain insights into the economic situation, assets, and production methods of the user, or into the user's usage in any other way that could undermine the user's commercial position in the markets in which it operates.

15.5. To the extent permitted by law (especially with regard to sub-sec. 15.4), BOSCH REXROTH is entitled to store all ORIGINAL DATA and SECONDARY DATA, except personal data, beyond the purpose of the contract for any purpose, to use, and/or exploit. These purposes include, but are not limited to, improvement or expansion, production, commercialization and distribution of BOSCH REXROTH products and services, as well as statistical, analytical, and internal purposes.

15.6. In addition to sub-sec. 15.5 and as far as legally permissible, BOSCH REXROTH is entitled to transfer all SECONDARY DATA and DIRECTLY ACCESSIBLE DATA, except personal data.

15.7. Personal READILY AVAILABLE DATA are transferable within the scope of legitimate interest in the meaning of GDPR.

15.8. The CUSTOMER shall ensure that he is entitled to grant the intended usage and exploitation rights in accordance with sub-secs. 15.2-15.7 as well as sub-sec. 15.9 and that he has not made any agreements that conflict with them. The CUSTOMER will obtain any necessary authorizations/consents. Insofar as no legal or other permission exists, the CUSTOMER is obliged in particular to obtain or have obtained the necessary consent of the end user in accordance with sec. 25 German Telecommunications Digital Services Data Protection Act (TDDDG). The CUSTOMER indemnifies BOSCH REXROTH against all claims made by third parties (including government agencies) as a result of a violation of this sub-sec. 15.8 by the CUSTOMER against BOSCH REXROTH.

15.9. The rights of BOSCH REXROTH pursuant to this sec. 15 are irrevocable, free of charge and apply worldwide and equally to the benefit of AFFILIATED COMPANIES.

15.10. If personal data are processed by BOSCH REXROTH and/or an AFFILIATED COMPANY, the legal provisions on data protection are observed. In this case, the details of the data collected and their respective processing result from the data protection notice of BOSCH REXROTH (<https://www.boschrexroth.com/en/dc/data-protection-notice/>) or of the AFFILIATED COMPANY, which is referred to in an appropriate form.

### 16. Miscellaneous provisions

- 16.1. If a provision should be or become ineffective, the effectiveness of the remainder of the provisions shall remain unaffected hereby. In this case, the ineffective provision shall be replaced by an admissible ruling approximating most closely the economic purpose of the original, ineffective provision. This shall apply accordingly to any gaps of the T&C.
- 16.2. The courts of Stuttgart, Germany, shall have jurisdiction and venue (for proceedings before the local court, this is the Amtsgericht (local court) in 70190 Stuttgart) or, at the election of BOSCH REXROTH, the court at the registered office of the business premises carrying out the order if the CUSTOMER
- i. is a merchant, a public law legal entity or public law special fund or
  - ii. does not have a general place of jurisdiction

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

(allgemeiner inländischer Gerichtsstand) in the Federal Republic of Germany or

- iii. after entering into the contract, moves his or her place of residence or habitual residence from the Federal Republic of Germany or if or his or her other or her place of residence or habitual residence is not known at the time when the legal action is brought.

16.3. BOSCH REXROTH shall also have the right to bring legal action at a court with jurisdiction at the registered office or establishment of the CUSTOMER.

16.4. Solely German law shall apply to all legal relations between BOSCH REXROTH and the CUSTOMER, excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly excluded.

16.5. These T&C are available and binding in both, German and English language. In case of discrepancies the German version shall prevail.

### 17. Subject matter of the license/SOFTWARE

17.1. The description of the SOFTWARE is set out in the DOCUMENTATION which the CUSTOMER will be provided with on request before entering into the contract.

17.2. The SOFTWARE comprises, as far as feasible, the executable program code and the corresponding DOCUMENTATION in electronic form, and installation instructions unless the SOFTWARE self-installs. Subject to sec. 18.1, the source code does not form part of the subject matter of the contract.

17.3. BOSCH REXROTH is entitled to technically protect the SOFTWARE against unauthorized use, e.g., by means of program locks. The CUSTOMER may not remove or circumvent such protective measures of the SOFTWARE. Activation of the SOFTWARE after installation and upon a change of the software and/or hardware environment may require requesting a license key.

### 18. FOSS

18.1. The SOFTWARE may contain FOSS. The CUSTOMER will be provided with an up-to-date list of the FOSS contained and the corresponding applicable FOSS license terms upon request before entering into the contract, however at the latest, when the SOFTWARE is delivered. If the SOFTWARE contains a FOSS component, CUSTOMER's dealing with such FOSS component shall be primarily governed by the corresponding FOSS license, with which CUSTOMER obliges to comply.

18.2. BOSCH REXROTH reserves the right to, over the course of actualizations (including updates, upgrades, respectively patches or bugfixes) or a new version, introduce new or updated FOSS into the SOFTWARE. The corresponding FOSS license(s) will be provided at the latest with the delivery of the actualization. Furthermore, sec. 18.1. shall apply accordingly.

18.3. FOSS included in the SOFTWARE has no impact on the sales price of the SOFTWARE and thus will be provided without license fee or any other monetary compensation.

18.4. Beyond the fulfillment of its own license obligations stemming from included FOSS, BOSCH REXROTH does not render any support services that serve the fulfillment of the CUSTOMER's license obligations stemming from included FOSS.

18.5. If software products are also made available from third-party providers and these are not to be regarded as FOSS, BOSCH REXROTH reserves the right to transfer them subject to the corresponding exclusive terms and conditions of the third-party provider. These software products may solely be used in connection with the PRODUCT.

### 19. Rights of use

19.1. Upon delivery of the SOFTWARE, the CUSTOMER shall be given the non-exclusive right, unlimited in time, to use the SOFTWARE in accordance with the respective LICENSE TYPE and in compliance with the specifications of the DOCUMENTATION pursuant to these T&C. The use is only permitted 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.

19.2. The CUSTOMER may prepare and use back-up copies of the SOFTWARE to the extent set out in sec. 69d (2) German Copyright Act (UrhG). Back-up copies must be marked as such and be marked with the copyright notice of the original SOFTWARE as far as is possible. The CUSTOMER is also bound to these T&C with respect to its use of the back-up copy.

19.3. The CUSTOMER may only engage third parties to conduct the measures in compliance with sec. 19.2 which are not competitors of BOSCH REXROTH, unless the CUSTOMER demonstrates that the risk of divulging important CONFIDENTIAL INFORMATION of BOSCH REXROTH is excluded.

19.4. If BOSCH REXROTH provides the CUSTOMER with updates (including upgrades, updates and/or patches or bugfixes) and/or a new version of SOFTWARE, these are also subject to the terms of these T&C, except to the extent that they are part of a separate agreement. Once the new SOFTWARE version has been installed, the CUSTOMER's rights to the previous version shall end after a transition phase of one month. Sec. 11.4 shall apply in the event of the SOFTWARE being returned.

19.5. The CUSTOMER may not grant sub-licenses. The CUSTOMER may, however, transfer the granted right of use to third parties, whilst discontinuing its own use, upon fulfillment of the following conditions:

i. If the SOFTWARE was acquired together with a TARGET HARDWARE device, the SOFTWARE may only be passed on to third parties for use in connection with this TARGET HARDWARE. This applies to floating licenses (sec. 22.11.iii), subject to the condition that they may only be transferred to third parties by the CUSTOMER if they are transferred in total and, if applicable, together with each TARGET HARDWARE device which the SOFTWARE may be used on.

ii. The CUSTOMER shall ensure that the third party is not granted any further rights of use to the SOFTWARE than those to which the CUSTOMER is entitled under these

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

T&C and that at least those obligations arising from these T&C with respect to the SOFTWARE are imposed on the third party. In the event of a right of use being transferred to a third party, the CUSTOMER is obliged to surrender to the third party all the copies supplied to or created by the CUSTOMER or to erase them. If the CUSTOMER transfers its right to use the SOFTWARE, the CUSTOMER shall also hand over the DOCUMENTATION to the third party.

19.6. All further rights to the SOFTWARE that are not explicitly granted, also including, in particular, all rights to the trademark and to other intellectual property in the SOFTWARE shall remain with BOSCH REXROTH. Designations of the SOFTWARE, in particular copyright notices, trademarks, serial numbers and the like may not be removed, changed or obliterated.

### 20. Obligations of the CUSTOMER to collaborate and provide information

20.1. The CUSTOMER is responsible for its hardware and software environment being compliant with the system requirements of the SOFTWARE; in case of doubt, the CUSTOMER shall obtain advice from BOSCH REXROTH and/or from specialist third parties before entering into the contract.

20.2. It is partially possible to use the SOFTWARE to influence or control an electronic system. Therefore, taking account of the risk analysis, the SOFTWARE may be operated (and if necessary, to be installed) solely by qualified specialist personnel.

20.3. The CUSTOMER shall inform BOSCH REXROTH of possible errors in the SOFTWARE without undue delay. In this context, the CUSTOMER shall provide all the necessary information at the request of BOSCH REXROTH. The CUSTOMER shall permit BOSCH REXROTH to access the SOFTWARE in order to troubleshoot and rectify the errors; at the election of BOSCH REXROTH this shall be either on premise and/or by remote access.

20.4. The CUSTOMER shall secure the SOFTWARE against being accessed by unauthorized third parties by taking suitable measures, in particular storing all the back-up copies of the SOFTWARE and the DOCUMENTATION in a safe place.

20.5. BOSCH REXROTH has the right to examine whether the SOFTWARE is being used in compliance with the LICENSE TYPE. To this end, BOSCH REXROTH may require information from the CUSTOMER and inspect the books and documents, including the CUSTOMER's hardware and software environment, insofar as, as a result, details can be obtained on the extent of usage of the SOFTWARE. To this end BOSCH REXROTH shall be granted access to the CUSTOMER's business premises during normal working hours after having given advance notification of at least two weeks. The CUSTOMER shall ensure, to an extent that can be reasonably expected, that the audit can be conducted by BOSCH REXROTH and shall collaborate in the audit. BOSCH REXROTH shall use all the information it acquires during the audit only for vetting compliance with the LICENSE TYPE. The CUSTOMER may demand that the audit be conducted on site by an

agent of BOSCH REXROTH committed to professional secrecy. The costs of the audit shall be borne by BOSCH REXROTH unless the audit reveals that there is a SHORTFALL IN LICENSE COVER. In this case the CUSTOMER shall bear the costs of the audit.

20.6. In the event of a SHORTFALL IN LICENSE COVER, the CUSTOMER shall pay the unpaid remuneration on the basis of the valid general price list for comparable services at the time when the shortfall is discovered plus liquidated damages in an amount equal to 10 % of the value of the SHORTFALL IN LICENSE COVER. The CUSTOMER may evidence that the damage was lower. In addition, the CUSTOMER shall discontinue every SHORTFALL IN LICENSE COVER without undue delay.

20.7. The CUSTOMER shall take reasonable precautions in case the SOFTWARE fails to work properly either in whole or in part (e.g. by means of daily data back-up, malfunction diagnosis, regularly examining the data processing results). Unless the CUSTOMER explicitly indicates otherwise in advance, BOSCH REXROTH may assume that there has been a back-up of all data of the CUSTOMER which BOSCH REXROTH can come into contact with.

### 21. ENGINEERING SOFTWARE

21.1. The information and graphical representations stored in the ENGINEERING SOFTWARE serve solely to describe the respective PRODUCTS and lose their validity when the PRODUCTS represented there and/or the corresponding technical DOCUMENTATION are/is changed, at the latest, however, when a new version of the ENGINEERING SOFTWARE is issued. The information and graphical representations stored in the ENGINEERING SOFTWARE are not intended for any constructional or development purposes independent from PRODUCTS. ENGINEERING SOFTWARE does not contain any information on technical application limits and/or compliance with standards.

21.2. ENGINEERING SOFTWARE does not verify the generated results on the accuracy of the calculation, consistency with measurement data or of the software generated or changed and/or to its executability and suitability for application. The responsibility for the selection and dimensioning and/or configuration of PRODUCTS and/or for the software generated or changed and/or validation of simulation results with the help of the ENGINEERING SOFTWARE therefore lies solely with the CUSTOMER. A PRODUCT order is placed solely on the basis of the catalogue details and of the DOCUMENTATION and or product description belonging to the PRODUCT.

### 22. Definitions

22.1. AFFILIATED COMPANY: Every legal entity which is controlled by a party, which controls a party, or which is jointly-controlled together with a party. Control is deemed to exist where more than fifty percent (50 %) of the capital shares or voting rights is held or where the corporate management and policy are controlled either directly or indirectly on the basis of capital shares, by virtue of agreements or in any other way.

## General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG

- 22.2. CONFIDENTIAL INFORMATION: Information in accordance with sec. 2 no. 1 of the German Trade Secrets Act (GeschGehG).
- 22.3. DATA: Collective term for all the data exchanged and processed under the provision of PRODUCTS free of charge.
- 22.4. DATA ACT: Regulation (EU) No 2854/2023.
- 22.5. DAMAGES: Damages and reimbursement of futile expenditure as defined in sec. 284 German Civil Code (BGB).
- 22.6. DIRECTLY ACCESSIBLE DATA: ORIGINAL DATA directly accessible by the PRODUCT within the meaning of the DATA ACT.
- 22.7. DOCUMENTATION: All the information necessary to be able to work with the SOFTWARE in accordance with the designated purpose.
- 22.8. ENGINEERING SOFTWARE: SOFTWARE with which certain PRODUCTS can be selected, calculated, dimensioned and/or configured and/or a toolbox comprising SOFTWARE components and development environment to support the CUSTOMER when creating/changing software and/or (potentially non-executable) simulation models, with which a system simulation for the design, configuration, and/or validation of specific components and systems can be performed.
- 22.9. FOSS: Free and Open Source SOFTWARE and third-party software under a royalty-free license.
- 22.10. GOODS: Material items for delivery contained in the scope of delivery of BOSCH REXROTH.
- 22.11. LICENSE TYPE: Determines the scope of the SOFTWARE use and the number of users. BOSCH REXROTH distinguishes between the following LICENSE TYPES:
- i. Single/workstation license: the SOFTWARE may be used on one single TARGET HARDWARE device.
  - ii. Volume/multiple/multi license: a specific number of individual licenses.
  - iii. Network/server or floating license: the SOFTWARE may be installed on a network server and/or on any number of TARGET HARDWARE devices incorporated into the local network. SOFTWARE may only be used simultaneously on a certain number of TARGET HARDWARE devices and/or workstations.
  - iv. Corporate license: the SOFTWARE may be used at the agreed establishments of the CUSTOMER's undertaking.
- 22.12. ORIGINAL DATA: DATA falling within the scope of the DATA ACT, i.e., raw data, metadata and interpretable (if necessary for later transmission or analysis or made understandable pre-processed) DATA.
- 22.13. PRODUCT: GOODS and/or SOFTWARE.
- 22.14. PROPERTY RIGHT: Industrial PROPERTY RIGHT or copyright of a third party or of the CUSTOMER.
- 22.15. READILY AVAILABLE DATA: DATA pursuant to Article 2 No. 17 DATA ACT, i.e. ORIGINAL DATA, for which the PRODUCT does not provide direct access that is easily accessible to BOSCH REXROTH.
- 22.16. SECONDARY DATA: DATA that does not fall within the scope of the DATA ACT, i.e. were made understandable.
- 22.17. SHORTFALL IN LICENSE COVER: Use of the SOFTWARE beyond the agreed right of use.
- 22.18. SOFTWARE: Either stand-alone software contained in the scope of delivery from BOSCH REXROTH or software flashed onto GOODS or TARGET HARDWARE.
- 22.19. TARGET HARDWARE: GOODS or a customer device on which the SOFTWARE is installed. Unless otherwise agreed, the term TARGET HARDWARE refers to a single physical or virtual environment/instance.

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