

Additional Terms and Conditions for Assembly Service, Repair and Other Services of Bosch Rexroth Limited

DCPD 72061-AN3 Version 25.02.2022

1. General provisions

1.1. The following conditions (hereinafter called "SERVICE CONDITIONS") shall apply to all assembly services, commissioning, installation, repairs and other services (hereinafter called "SERVICES") performed by Bosch Rexroth Limited (hereinafter called "BOSCH REXROTH") for the customer (hereinafter called "CUSTOMER") on products, machines or systems (hereinafter called "SERVICE OBJECT") at a BOSCH REXROTH site or sites or the CUSTOMER'S site or sites or any other site or sites, in addition to the Terms and Conditions of Sale of Bosch Rexroth (hereinafter called "T&C"). The scope of application shall not include pure services relating to software or the production/modification of software. In the event of conflicting clauses, the provisions of the T&C shall take precedence over these SERVICE CONDITIONS.

The T&C and the SERVICE CONDITIONS can be downloaded at:
<https://www.boschrexroth.com/en/gb/legal-notice/>

1.2. The meaning set out in Section 1.1 and the supplementary definitions in Section 16 applies to the capitalized terms used in these SERVICE CONDITIONS.

1.3. Oral agreements before or during the conclusion of the contract shall be confirmed in writing by BOSCH REXROTH in order to become legally valid.

2. Prices and price correction

2.1. Unless specific remuneration is agreed, the SERVICES of BOSCH REXROTH shall be invoiced according to the actual time and material basis.

2.2. If agreed between the parties the prices for utilised parts, materials, tools and other special services (e.g. scrapping performed by BOSCH REXROTH), the remuneration for the work performed and any additional TRAVELLING EXPENSES and TRANSPORT COSTS and hotel and lodging costs incurred in connection with the deployment of SERVICE PERSONNEL shall be shown separately.

2.3. In the event of preparation of a non-binding cost estimate, BOSCH REXROTH shall immediately inform the CUSTOMER if it is ascertained that the SERVICES cannot be furnished without substantially exceeding the cost estimate. The cost estimate shall be deemed to have been substantially exceeded if it differs by at least 15 % from the cost estimate.

2.4. If BOSCH REXROTH states that the cost estimate has been substantially exceeded, the CUSTOMER shall be

obliged to decide whether he still wants the SERVICES to be performed. If the CUSTOMER does not want to continue with the contract on account of the additional costs, he may terminate the contract within one weeks after receiving notification from BOSCH REXROTH. Section 16.1 shall apply. If the CUSTOMER does not reply within one weeks after receiving notification of a change in costs, this price correction shall be deemed to have been accepted.

3. Remuneration for work performance, working hours

3.1. BOSCH REXROTH shall be entitled to demand reasonable advance payments.

3.2. The remuneration for the SERVICES shall be calculated on an hourly basis using the COST RATES. The COST RATES shall be calculated based on the cost factors (especially wage costs, surcharges, additional subsistence and accommodation expenses, etc.) which apply at the time of performance of the SERVICES. If these COST RATES change, BOSCH REXROTH shall reserve the right to adjust them to a reasonable extent. BOSCH REXROTH shall inform the CUSTOMER about this change in the COST RATES and shall provide evidence if requested to do so. If this leads to an increase in the remuneration of more than 5 %, the CUSTOMER shall be entitled to terminate the contract within two weeks after receiving notification of the change in the COST RATES. Section 2.4 shall apply accordingly.

3.3. Travel times shall be invoiced as working hours according to the COST RATES. Waiting times at the work location through no fault of BOSCH REXROTH, the time required for necessary accommodation and any official reports, and the time required for troubleshooting shall also be regarded as working hours.

3.4. The CUSTOMER shall confirm the working hours of the SERVICE PERSONNEL in writing or electronically on a daily or weekly basis or according to the format submitted after the end of the work depending on common practice. The Customer confirmation constitutes an irrevocable agreement of payment to Rexroth by the Customer. Any objections by the CUSTOMER shall be raised in the submitted format or separately in writing.

3.5. The regular working time and the remuneration for additional work, late work, night work and work on Saturdays and Sundays and PUBLIC HOLIDAYS by the SERVICE PERSONNEL shall be based on the collective labor agreements relevant for the individual employment contract of the employee. Overtime work shall be performed if this is necessary

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and has been agreed with BOSCH REXROTH. Exceeding the maximum working time of 10 hours per day under labor law applicable at the work location and work on Saturdays and Sundays and PUBLIC HOLIDAYS shall only be permitted in exceptional cases of urgency and shall be approved by BOSCH REXROTH and, if necessary, by the competent supervisory authorities at the work location. Between two work shifts a break in accordance with the applicable labor law at the work location but of at least 11 hours shall always be observed.

- 3.6. Agreed price for Services is based on programmed access to site at all time during the required period. If access is impeded at any time through no fault of BOSCH REXROTH then the SERVICES will be delayed accordingly and any extra cost incurred would be chargeable on a defined day work basis.
- 3.7. No additional work (i.e. work not defined within the original contracted commitment and scope of the SERVICES) will be undertaken by us or its representatives without further recorded CUSTOMER authorisation or the provision of an additional CUSTOMER'S written order covering the required variation. The signing of our authorisation document by the CUSTOMER'S representatives constitutes an irrevocable agreement of payment to BOSCH REXROTH by the CUSTOMER and our invoice value covering this agreement will be calculated using our COST RATES.

4. TRAVELLING EXPENSES and TRANSPORT COSTS

- 4.1. Unless otherwise expressly stipulated, TRAVELLING EXPENSES and TRANSPORT COSTS shall be paid separately by the CUSTOMER. TRAVELLING EXPENSES and TRANSPORT COSTS shall also include additional expenditure which is incurred as a result of rebookings and cancellations for which BOSCH REXROTH is not responsible.
- 4.2. The right of the SERVICE PERSONNEL of home leaves shall be based on the currently valid legal regulations or collective labor agreements.
- 4.3. The classes, tariffs or rates (e.g. mileage allowance) claimed by the SERVICE PERSONNEL for necessary means of transport (e.g. rental car, taxi, public transport, airplane, ship) are shown in the COST RATES.

5. Tool provision costs

- 5.1. The COST RATES include basic equipment of tools, devices and measuring instruments customary to the sector. However, if special tools, devices or measuring instruments are required to perform the

SERVICES, they shall be invoiced separately according to the latest price list.

6. Non-performable SERVICES

- 6.1. The services provided in submitting a cost estimate and any additionally incurred and documented expenditure shall be invoiced to the CUSTOMER if the work cannot be performed due to reasons for which BOSCH REXROTH is not responsible, especially if a failure forming the subject of complaint during repair work did not arise during troubleshooting or spare parts are not available through no fault of BOSCH REXROTH.
- 6.2. BOSCH REXROTH shall only restore the SERVICE OBJECT to the state before the start of the SERVICES in relation to work not forming part of the SERVICES at the express request of the CUSTOMER in return for reimbursement of the costs.

7. REMOTE SERVICES

- 7.1. REMOTE SERVICES shall be provided if this has been agreed by the parties. The specific performance and extent of the REMOTE SERVICES shall depend on the latest state of the art and the equipment available, and shall be based on the individual agreement. The CUSTOMER realizes that situations may arise which cannot be resolved by REMOTE SERVICES. These situations shall not be covered by the scope of the REMOTE SERVICES.
- 7.2. The CUSTOMER shall ensure that his data and other information, which BOSCH REXROTH may come into contact with when providing the REMOTE SERVICES, are properly secured. BOSCH REXROTH shall not be liable for any loss of data. The CUSTOMER shall be obliged to check data for viruses, Trojans or other malware before it is sent to BOSCH REXROTH. The CUSTOMER shall also be obliged to use state-of-the-art anti-virus programs.
- 7.3. The CUSTOMER shall be personally responsible for establishing and maintaining the necessary technical facilities (e.g. LAN/WLAN/Skype/Team Viewer) in his area of responsibility for the provision of REMOTE SERVICES. The CUSTOMER shall also pay the costs in this respect. The CUSTOMER shall be responsible for ensuring that the connection is permanently available for the duration of the provision of REMOTE SERVICES and that it has sufficient speed and capacity. If it is necessary to use third-party software provided by the CUSTOMER for the REMOTE SERVICES, the CUSTOMER shall ensure that all licenses required for this software are available, that no copyrights or industrial property rights of third parties are infringed, and that his hardware and software environment satisfies the system requirements of the software. If necessary, BOSCH

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REXROTH shall be informed in good time before the REMOTE SERVICES are furnished about user name and password or system accesses shall be set up.

- 7.4. During the provision of the REMOTE SERVICES, the CUSTOMER shall ensure that the SERVICE OBJECT is in a suitable and secure condition for this purpose, and that valid legal regulations (e.g. acquisition of necessary approvals) are observed. In particular, existing (IT) security devices shall be maintained and used in a fully functional state ready for operation.
- 7.5. The CUSTOMER shall inform BOSCH REXROTH immediately about any changes, which cannot be discerned by the SERVICE PERSONNEL, in relation to the condition, state, configuration, operating mode, repairs, etc. of the SERVICE OBJECT, as well as about changed environmental factors.
- 7.6. Unless otherwise agreed, a connection for the provision of REMOTE SERVICES shall only be established by BOSCH REXROTH or by a third party commissioned by BOSCH REXROTH after authorization by the CUSTOMER. The CUSTOMER shall confirm the existence of the suitable and safe state of the SERVICE OBJECT and its environment before the connection is established. Unless otherwise expressly agreed, a person authorized by the CUSTOMER shall be near the SERVICE OBJECT during every REMOTE SERVICE and shall be able to see every movement of the SERVICE OBJECT. In accordance with Section 8.4. of these SERVICE CONDITIONS, the CUSTOMER shall, in particular, comply with the necessary safety measures in regard to a REMOTE SERVICE and shall implement any required special measures or provide relevant information. The CUSTOMER shall therefore assume full responsibility on-site.
- 7.7. The CUSTOMER shall also ensure that BOSCH REXROTH does principally not have any access to personal data during the REMOTE SERVICES. If personal data is processed, especially because employees of the CUSTOMER are visible during the REMOTE SERVICES, the CUSTOMER shall put up a notice to the effect that REMOTE SERVICES will be performed in a specific area before they actually commence. If personal data is processed, each party shall comply with data protection legislation.

8. Duty to collaborate by the CUSTOMER

- 8.1. The CUSTOMER shall support the SERVICE PERSONNEL to perform the SERVICES at his own expense including but not limited to advising in advance of any factors or circumstances which may affect the Services including the specific location where any Services is to take place..

8.2. If necessary, the CUSTOMER shall be obliged to provide technical assistance at his own expense, in particular to:

- Provide the required number of suitable assistants during the period required for the SERVICES. BOSCH REXROTH shall assume no liability for these assistants. If an assistant causes a failure or damage as a result of mandatory instructions by the manager of the SERVICE PERSONNEL, the provisions of Section 10 shall apply accordingly.
- Perform all earthwork, construction work, bedding work and scaffolding, including procurement of the necessary construction materials and resources.
- Provide the SERVICE OBJECT in a shutdown and cleaned condition.
- Provide the necessary devices and heavy tools (e.g. lifting gear, compressors), as well as the required supplies and consumables (e.g. scaffolding timbers, wedges, underlays, cement, cleaning and sealing materials, lubricants, fuels, and driving ropes and belts).
- Provide all necessary resources for the Services to be carried out and for any product item equipment plant and/or machinery to operate including but not limited to heating, lighting and water, including the necessary connections.
- Provide necessary, dry and lockable rooms for the equipment and tools brought with the SERVICE PERSONNEL.
- Provide transport facilities for any parts that have to be assembled at the work location, protect the parts and materials to be assembled or repaired against any kind of damaging influences, and for cleaning of the work location.
- Provide suitable burglar-proof recreation rooms and work rooms (with heating, lighting, washing and sanitary facilities), and first aid for the SERVICE PERSONNEL.
- Provide materials and carry out all other actions, especially safety measures, which are necessary for the installation of the SERVICE OBJECT and for the execution of any contractually agreed trial operation.
- Provide and dispose of operating media together with connections, cleaning utensils, oil binding agents, filter elements and packaging materials.
- Implement safety-related measures to protect the SERVICE PERSONNEL including but not limited to

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securing the health and safety at work of all service personnel or sub-contractors in accordance with all applicable laws and regulations, including health and safety at work legislation...

- Provide any necessary means of communication, either free of charge or in return for a reasonable fee.
 - provide appropriate levels and/or quantity of representative end product samples to facilitate machine commissioning and/or acceptance.
- 8.3. The technical assistance provided by the CUSTOMER shall ensure that the SERVICES can start straightaway after the arrival of the SERVICE PERSONNEL and without delay up to acceptance by the CUSTOMER. If special plans or instructions by BOSCH REXROTH are required, BOSCH REXROTH shall provide them to the CUSTOMER in good time.
- 8.4. The CUSTOMER shall implement the special measures that are required to protect people and property at the work location. The CUSTOMER shall also inform the SERVICE PERSONNEL (or their manager) about existing safety and accident prevention regulations relevant for the SERVICE PERSONNEL.
- 8.5. If the SERVICES relate to a control system of BOSCH REXROTH or its commissioning, BOSCH REXROTH shall, in case of doubt, only create the functionality of the software in accordance with documentation. The CUSTOMER shall be obliged to (re)create CUSTOMER-specific adaptations of the software and comply with valid laws and accident prevention regulations in this respect.
- 8.6. If the CUSTOMER fails to comply with his duties to collaborate, BOSCH REXROTH shall be entitled but not obliged, after granting a reasonable period of grace, to perform the CUSTOMER'S actions instead of the CUSTOMER at his expense. Legal rights and claims shall not be affected.
- 9. Time period for performance of the SERVICES, delay**
- 9.1. All information relating to the execution periods for performing the SERVICES shall be based on estimates and shall therefore not be binding. The CUSTOMER may only request the agreement of a binding period for the performance of the SERVICES, which shall be deemed to be binding, if the extent of the SERVICES has been precisely defined.
- 9.2. A binding performance period shall be deemed to have been met if, by the end of this period, the SERVICE OBJECT is ready for acceptance or takeover by the CUSTOMER and, in the case of a contractually

agreed acceptance test, the latter is ready to be performed.

- 9.3. In the event of additional orders and contract extensions placed subsequently or any necessary additional SERVICES, an agreed execution period shall be extended accordingly by the time that is required to perform these SERVICES.
- 9.4. If the SERVICES are delayed by industrial disputes, in particular by strike or lockout, or due to the occurrence of events for which we are not responsible, then the completion date shall be extended by the duration of the event delaying completion, insofar as such impediments are proven to have a considerable influence on the completion of the SERVICES.

10. Acceptance

- 10.1. The CUSTOMER shall be obliged to accept the SERVICES as soon as he has been notified that they have been completed and any contractual agreed acceptance test has taken place. If the furnished SERVICES prove to have a defect, BOSCH REXROTH shall be obliged to rectify the defect at its own expense. This provision shall not apply if the defect is based on circumstances for which the CUSTOMER is responsible or if the defect is insignificant for the interests of the CUSTOMER.
- 10.2. If acceptance is delayed through no fault of BOSCH REXROTH, acceptance shall be deemed to have taken place after a period of two weeks has elapsed since notification of completion of the SERVICES or acceptance test.

11. Defect as to quality

- 11.1. After the SERVICES have been accepted, BOSCH REXROTH shall be liable for defects in the SERVICES for a period of 12 months from completion of the SERVICES (or such alternative period agreed between the parties in writing) to the extent that it rectifies them. In accordance with legal regulations and in urgent cases endangering operational safety and to prevent disproportionately serious damage, which shall be reported immediately to BOSCH REXROTH or a reasonable period granted and agreed by BOSCH REXROTH by the CUSTOMER to BOSCH REXROTH lapses without success, the CUSTOMER shall only be entitled to rectify the defect himself or have it rectified by third parties, to request reimbursement of the documented reasonable and properly incurred costs. In the event of a justified complaint, BOSCH REXROTH shall pay the direct costs incurred in rectifying the defect, unless they are excessive.

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11.2. The defect claims shall not be valid if the defect is based on circumstances for which the CUSTOMER is responsible or if the defect is insignificant for the interests of the CUSTOMER.

11.3. The claims cannot be made on the basis of defects if the CUSTOMER has modified or repaired the SERVICE OBJECT outside normal maintenance measures without the approval of BOSCH REXROTH.

12. Payment terms

12.1. When the contract is concluded, BOSCH REXROTH shall be entitled to request a reasonable advance payment and/or reasonable progress payments.

13. Data use and Data protection

13.1. In order to furnish the SERVICES, BOSCH REXROTH or third parties will during their performance and for the period required hereto use, store, copy, modify, analyze, supply, read, download or otherwise process the information that is provided, generated, read or processed in connection with these SERVICES.

13.2. BOSCH REXROTH shall have the right to use data, which is transferred in connection with the SERVICES, in a pseudonymized or anonymized form for machine learning and product improvements or enhancements.

13.3. If and to the extent permitted by law, BOSCH REXROTH shall have the right to store, use, transfer and/or exploit all CUSTOMER information, except personal data, which is provided, generated, read or processed in connection with the SERVICES over and beyond the subject of the contract for any other purposes. These purposes shall include but not be limited to the improvement or enhancement, production, commercialization and sale of products and services of BOSCH REXROTH, as well as statistical, analytical and internal purposes for instance.

13.4. The CUSTOMER warrants that it is entitled to grant the designated utilization and exploitation rights according to Sections 13.1-13.3 and that it has not entered into any agreements opposing such use.

13.5. The rights of BOSCH REXROTH according to this Section 13 shall be irrevocable, free of charge and worldwide and the rights apply accordingly in favor of companies in the Bosch Group of companies.

13.6. Insofar as personal data is processed by BOSCH REXROTH and/or its any member of the group of companies to which BOSCH REXROTH belongs, the statutory data protection regulations will be observed. In this case, the details relating to the data

collected and the respective processing thereof are set out in the data privacy statements of BOSCH REXROTH

<https://www.boschrexroth.com/en/gb/data-protection-notice/> (or its affiliated companies of which the CUSTOMER will be advised in an appropriate manner.

14. Compensation by the CUSTOMER

14.1. If the devices or tools provided by BOSCH REXROTH are damaged or lost at the work location through no fault of BOSCH REXROTH, the CUSTOMER shall be obliged to pay compensation. Damage caused by normal wear and tear shall not be taken into account.

15. Liability (supplements the liability provisions in the Terms and Conditions of Sale of Bosch Rexroth Limited)

15.1. Subject to Section 15.2 and 15.3 of these Terms and Conditions:

15.1.1. Our liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited, for any one default or series of related defaults to the lower of:

15.1.1.1. 50% of the price paid for the SERVICES, or

15.1.1.2. £250,000 in aggregate.

15.1.2. We shall not be liable to the Purchaser for any loss of profit, loss of contract, loss or depletion of goodwill, loss of or damage to data, loss of opportunity or time, (loss of production or increased cost of working) or any costs and expenses or claims for indirect or consequential damage or loss whatsoever (however caused) which arise out of or in connection with the contract.

15.2. Nothing in these Terms and Conditions excludes or limits our liability for fraudulent misrepresentation or for death or personal injury caused by our negligence.

15.3. Save as set out in these Terms and Conditions, all warranties, conditions and terms implied by statute or common law (save for the condition implied by Section 12 of the Sale of Goods Act 1979) are excluded from any contract between us and the Purchaser to the fullest extent permitted by law. In particular, and without prejudice to the foregoing, we make no warranties and shall not be liable in respect of goods or components manufactured or supplied by

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third parties outside the group of companies to which we belong.

Service contact:
Bosch Rexroth Limited
Tel.: 0345 6044106
Email: service@boschrexroth.co.uk

16. Termination of the contract

16.1. If the CUSTOMER makes use of his right to terminate the contract according to Section 2.4 or Section 3.2 of these Terms, he shall pay BOSCH REXROTH that part of the remuneration corresponding to the SERVICES performed. BOSCH REXROTH may additionally request, as reimbursement for the other costs and lost profit, a flat-rate sum of 10 % of the partial amount from the contractually agreed total price at the time of termination that relates to that part of the SERVICES not furnished by BOSCH REXROTH up to the date of termination.

17. Definitions

17.1. PUBLIC HOLIDAY: The legal public holidays at the work location and other statutory days off.

17.2. COST RATES: Charge rates of BOSCH REXROTH applying at the time of performance of the SERVICES.

17.3. TRAVELLING EXPENSES: Costs for journeys made by the SERVICE PERSONNEL to the work location during the period of performance of the SERVICES i.e. from the work location to the normal workplace of the respective employee and back again as well as for home leaves,.

17.4. REMOTE SERVICES: Provision of SERVICES using telecommunication facilities, e.g. by means of remote control/remote access/remote maintenance/remote diagnosis/remote instruction.

17.5. SERVICE PERSONNEL: Persons entrusted by BOSCH REXROTH to perform the SERVICES.

17.6. TRANSPORT COSTS: Costs of transport and transport insurance for personal luggage and the tools of the SERVICE PERSONNEL taken or sent in order to perform the SERVICES.

Acknowledgement of acceptance of these Terms and Conditions of Sale:

Signed by:	_____	Date:	_____
Signature:	_____	On behalf of:	_____

Return to: Bosch Rexroth Limited, 15 Cromwell Road, St, Neots, Cambridgeshire. PE19 2ES

Registered company number: 768471. Registered office: 15 Cromwell Road, St. Neots, Cambridgeshire, PE19 2ES. England

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