

Terms and Conditions for Goods Ordered Online (eShop)

Version: 22.10.2019

I. General Provisions

1. Scope

- 1.1. These Terms and Conditions apply in the version thereof valid on the date of conclusion of the contract to all goods and services ordered online (hereinafter collectively referred to as: **“Services”**) of the following supplier:

Bosch Rexroth S.p.A.

SS Padana Superiore 11 no. 41

20063 Cernusco sul Naviglio, Italy

E-mail: eShop@boschrexroth.it

Telephone: + 39 0292665-1 (on working days on Mondays to Fridays from 08:00 am to 5:00 pm)

(hereinafter referred to as the **“Provider”** or **“Bosch”**).

Any terms and conditions of the Provider for the registration and use of other services offered by the Provider online (e.g. access to the web portal) shall remain unaffected by these Terms and Conditions. Any queries can be made to and complaints brought against the Provider by using the Provider's contact data set out above.

- 1.2. Any standard terms and conditions of the customer deviating from, conflicting with or supplementing these Terms and Conditions shall not form a component part of the contract even if Bosch does not explicitly object to them or if the customer makes a reference to them in its purchase order.
- 1.3. The Services offered address entrepreneurs only. For the purpose of these general Terms and Conditions an **“entrepreneur”** means a natural or legal person or a partnership with legal personality who or which, when entering into the contract, acts in exercise of his or its trade, business or profession as defined by Italian law.

2. Online booking incl. ordering process, entering into the contract, storing the contract text

- 2.1. During the process of making an online booking for Service and before the booking is completed online, the customer is given a notification of the costs arising, the payment and supply terms, any duration periods, any notice periods which may exist and of other relevant details. The customer then has the possibility of sending the booking by clicking the order button. Once the booking has been received, the customer will be sent an e-mail notification confirming receipt of the booking and listing the details of the booking again.
- 2.2. The online offer constitutes a non-binding request to the customer to place an order for Services. Only when a Service is booked by the customer is a binding offer made to the Provider by the customer. The contractual relationship is established when the customer receives e-mail confirmation from the Provider on the acceptance of the respective offer.
- 2.3. The contract text is stored by Bosch; it can no longer be accessed by the customer once the contract has been entered into, however. Prior to confirming the booking, the customer can print out the contract text by using the print function on the browser or it can store the text electronically. The contract is in Italian.

3. Prices and payment

- 3.1. The prices valid at the time when the customer places the order shall apply. All prices stated are, unless indicated otherwise, final prices in Euro and are inclusive of the statutory value added tax applicable at the time.

- 3.2. Unless otherwise agreed, invoices shall be paid 30 days after the date of receipt and due date of the invoice without any deductions, by cashless remittance to the bank account indicated by Bosch. Bosch reserves the right to advance payment.
- 3.3. If the customer is in default of payment, Bosch has the right to claim accrued interests under Legislative Decree no. 231/2002 and to demand immediate payment in cash of all accounts receivable under the business relationship which are due and for which there is no defense.

4. Limitation of Liability

4.1. Limitation of Liability for Services that are subject to charge:

- 4.1.1. Bosch shall be liable in accordance with the statutory provisions (i) in the event of intent or gross negligence, (ii) in accordance with the provisions of the Italian Product Liability Act, (iii) to the extent of a guarantee provided by Bosch; and (iv) in the event of injury to life or limb or impairment to the health of a person.
- 4.1.2. In the event of property or pecuniary damage caused by simple negligence, insofar as no liability pursuant to sub-section I.4.1.1. is involved, Bosch and the persons engaged by it in performance of its obligations shall only be liable in the event of a violation of a material contractual obligation, the amount of this is limited, however, to the damage that was foreseeable and typical of the contract at the time when the contract was entered into; material contractual obligations are those obligations whose performance characterizes the contract and which the customer may rely on being performed (hereinafter referred to as "**Material Obligation**").
- 4.1.3. The amount of the liability of Bosch under sub-section I.4.1.2. above is, without prejudice to the regulation of sub-section I.4.1.1., limited to 100% of the amount of the remuneration which the customer has paid to the Provider in the last twelve months preceding the event giving rise to the damage, but to at least Euro 50,000.00.
- 4.1.4. The above limitations of liability shall also apply in the event of fault by a person engaged by Bosch in performance of its obligations and to the personal liability of the employees, representatives and corporate bodies of Bosch.

4.2. Limitation of Liability for Services that are free of charge:

Insofar as Services are rendered free of charge, Bosch does not assume any liability for damage ensuing from the use of the Services except in cases of gross negligence or intent or in the event of injury to life or limb or impairment to the health of a person. Any possible liability for damage under the Italian Product Liability Act is not excluded by this.

5. Rights of use

Documentation and other electronic content provided by Bosch contain information and content that is protected by copyright. They may not be used for any purposes other than the intended contractual use. The customer acquires a non-exclusive, non-transferable right of use for this. Without the approval of Bosch in writing, the following is not permissible in particular: making additional reproductions of the information or content, editing or processing it, disclosing it to third parties or making it available to the public. The customer may not remove copyright notices, trade marks, digital watermarks or other reservations of rights from information or content.

6. Copyright

- 6.1. The customer undertakes to treat information and other materials which Bosch has marked "confidential" or which is/are otherwise to be considered confidential (hereinafter: "**Confidential Information**") in confidence and not to make it/them available to third parties. In order to protect the Confidential Information, the customer shall apply the same degree of care (but not less than a reasonable degree of care) as it applies to its own Confidential Information of similar importance.

- 6.2. The confidentiality obligation pursuant to sub-section I.7.1. above does not apply to Confidential Information which
- (i.) was already in the lawful possession of the customer before being disclosed by Bosch;
 - (ii.) is or becomes public knowledge without a violation of duty by the customer;
 - (iii.) the customer lawfully received from third parties without any secrecy obligations;
 - (iv.) was disclosed to third parties by Bosch without any secrecy obligations;
 - (v.) was developed by the customer itself;
 - (vi.) had to be disclosed by law; or
 - (vii.) was disclosed by the customer with the prior consent of Bosch in writing.

7. Data use and data protection

- 7.1. Bosch complies with the statutory data protection provisions when processing personal data. The details of the data collected and the respective processing thereof are set out in the Provider's data protection notice.
- 7.2. Bosch has the right to store, use, transfer and/or exploit all the information - except for personal data - that is contributed and created by the customer in connection with the purchase order, for any purposes whatsoever beyond the purpose of the contract, for instance for statistical, analytical and internal purposes. This right is unlimited and irrevocable.

8. Other miscellaneous provisions

- 8.1. If any provision of these Terms and Conditions should be or become ineffective or unenforceable, the effectiveness and enforceability of the remaining provisions shall be unaffected thereby. In this case, the ineffective or unenforceable provision shall be replaced by a permissible and enforceable agreement which approximates most closely the economic purpose of the original ineffective or unenforceable provision. The above shall also apply accordingly to completing any contractual omissions.
- 8.2. The Court of Milan shall have exclusive jurisdiction over all legal disputes arising out of or in connection with these Terms and Conditions. Bosch has the right to take legal action at a court with jurisdiction at the principal place of business/establishment of the customer.
- 8.3. The contractual relationships between the parties is governed by Italian law.
- 8.4. **Export Compliance:** The parties mutually agree that each party is itself responsible for compliance with the import and export regulations respectively applicable to that party. All the Services by Bosch are subject to the proviso that the performance thereof is not opposed by any impediments due to national or international export control regulations, in particular to embargos or other sanctions. Bosch has the right to terminate the contract without notice if the termination is necessary in order for Bosch to comply with national or international legal regulations. In the event of such termination, the customer is precluded from claiming damages or other rights due to the termination.

Pursuant to and for the purposes of Article 1341, paragraph of Italian Civil Code, the Customer declares to have had clear and accurate sight and to approve expressly and specifically the following clauses: 4.1. (*Limitation of Liability for Services that are subject to charge*); 4.2. (*Limitation of Liability for Services that are free of charge*); 8.2. (*Exclusive jurisdiction of the Court of Milan*).