

General Terms and Conditions for Bosch Rexroth AS

Revised 23 February 2023

Unless substituted by a separate written contract between Bosch Rexroth AS and Purchaser, the present sales and conditions shall apply to all sales and deliveries from Bosch Rexroth AS.

1. Agreement Documents

The following contractual documents shall apply to the Agreement between Bosch Rexroth AS and Purchaser.

- Present General Terms and Conditions
- Order Confirmation as well as any related technical specifications, descriptions, and drawings referenced in the Order Confirmation
- NL17
- NLM 19

In case of a dispute, the contractual documents shall apply in the order specified above.

2. Quotes and Confirmation

2.1 Unless otherwise specified in a quotation, quotes issued by Bosch Rexroth AS to the Purchaser shall remain valid for 30 days from the day of issue.

2.2 All quotations bear a unique number. In order to ensure that prices and discounts are properly transferred from the quotation, that number must be provided when placing an order.

2.3 Bosch Rexroth AS has no performance obligations until Bosch Rexroth AS has confirmed the order in writing.

2.4 Immediately after the Purchaser has been sent an order confirmation from Bosch Rexroth AS, the Purchaser shall check the Order Confirmation for any errors or discrepancies. Any such errors or discrepancies must be notified immediately to Bosch Rexroth AS in writing via sales@boschrexroth.no.

2.5 Shipping and packaging estimates are provided in quotations and Order Confirmations. Shipping and packaging costs are subject to change as such costs only constitute estimates.

3. Prices

3.1 NOK 1,500, excl. VAT shall be added to orders under NOK 3,000, incl. VAT to cover Bosch Rexroth AS's handling and processing costs. This charge is waived for Rexroth Store transactions.

3.2 Bosch Rexroth AS reserves the right to change its prices and payment terms for orders already confirmed and for existing agreements. This applies to orders with delivery at least 3 months into the future.

Such changes would primarily be owing to increased costs related to raw materials, logistics and transportation services, labour, energy, inflation, and taxes and duties.

In the event of changes, Bosch Rexroth AS will provide written notice via email or by issuing a new Order Confirmation. In each case, Bosch Rexroth AS will endeavour to provide notice as soon as possible. Bosch Rexroth AS will provide the reason for the price adjustment upon enquiry.

3.3 For deliveries taking place over the coming year, a general price increase should be expected.

3.4 Prices are subject to adjustments related to fluctuations in foreign-exchange rates.

4. Terms of Payment

4.1 Payment shall be made by the due date specified in the Order Confirmation.

4.2 Bosch Rexroth AS reserves the right to amend the Purchaser's payment terms if the Purchaser's credit rating changes or other circumstances that might affect the Purchaser's ability to pay arise.

4.3 Complaints for which Bosch Rexroth AS is liable do not provide the Purchaser with the right to withhold all or portions of the purchase price. The original invoice shall be paid in full even for complaints filed under Clause 8 of the present Agreement. Bosch Rexroth AS will issue a credit for any relevant part of a delivery if remediation or redelivery is not effected and subject to Bosch Rexroth AS's approval of the complaint.

4.4 If documentation costs are included in the product price, the Purchaser may withhold no more than 5% of the product's value until such documentation has been provided.

5. Restrictions on Title

Delivered products shall remain Bosch Rexroth AS's property until they have been paid in full.

6. Ownership Rights to Drawings and Documentation

The Purchaser's right of use to any received drawings and documentation is limited to the use necessary to install, operate, and maintain the delivered product. The Purchaser's right of use does not cover the right to change, adjust, and update the supplier programmes and any sublicensed programmes that form part of the delivery. If necessary, such services shall be agreed separately with Bosch Rexroth AS or be included as part of the service level and maintenance agreement.

7. Cancellation

In the event that the Purchaser cancels their order, the Purchaser shall be liable for any and all costs related to work already performed and any and all costs that arise in direct consequence of the cancellation.

Moreover, the Purchaser shall pay a cancellation fee of 30% of the value of the cancelled portion of the Order Confirmation.

8. Liability for Errors or Omissions and Warranty

8.1 Bosch Rexroth AS's liability for errors or omissions shall cover only defects that appear 12 months from the product delivery date. In case of defects, Bosch Rexroth AS reserves the absolute right to perform remediation measures or redelivery before any other remedies may be pursued. For partial deliveries, the warranty period shall start on the date of delivery of each individual partial delivery.

8.2 If the circumstances are such that the Purchaser requires a spare part, any such part shall be purchased independently of the complaint.

8.3 Any and all additional costs for products located outside mainland Norway shall be covered by the Purchaser.

8.4 For product overhaul agreements, Bosch Rexroth AS provides a warranty corresponding to the one in the present clause subject to the execution of a new service level and maintenance agreement for the product.

9. Option to Return Scrapped Products

Bosch Rexroth AS is dedicated to ensuring sustainability and recirculation and may offer the Purchaser to return to Bosch Rexroth AS end-of-life scrapped products or products that have otherwise been decommissioned. If so, Bosch Rexroth AS will provide proper waste handling, recycling, and recirculation. This is limited to Bosch Rexroth products, which may be shipped free of charge to our Langhus warehouse.

10. Limitation of Liability

Bosch Rexroth AS does not, under any circumstances, assume liability for indirect losses, such as those incurred from reduced or eliminated production, losses resulting from non-product-related damage, lost earnings attributable to the lapse of contracts with third parties, or any other form of financial consequential damages.

11. Sanctions and Export Control

11.1 The Purchaser undertakes to comply with any and all applicable Norwegian and EEA rules and regulations related to sanctions and export controls in performing the present Agreement. This includes but is not limited to obtaining mandated government export, re-export, import or transfer licenses for goods (products, technology, or software) covered by the present Agreement.

11.2 The Purchaser undertakes to comply with United States re-export sales terms and hereby declares that they are familiar with this.

11.3 The Purchaser undertakes to produce information about export-controlled goods, including export control jurisdiction, product categories, copies of export/import licenses, and end-user certificates. The Purchaser furthermore undertakes to produce any and all information related to document exemptions from licensure requirements for delivered goods or performed activities covered by the present Agreement.

11.4 The Purchaser shall always produce end-user certificates for all exported goods covered by the present Agreement to Bosch Rexroth AS.

The Purchaser shall inform Bosch Rexroth AS of any and all export control violations associated with the sales order.

11.6 Bosch Rexroth AS shall not be liable for any missing export control licenses from the Purchaser.

12. Governing Law

Any and all disputes that arise in connection with the present Agreement shall be adjudicated under Norwegian law with the exception of matters subject to private international law (conflict of laws principles).