

General terms and conditions of sales from Bosch Rexroth Sp. z o.o.

I. General provisions

1. Any agreements that modify the present terms and condition shall become effective and binding only after having been confirmed in writing by the Supplier.
2. Unless specified otherwise in detailed Agreements, all supplies including also future supplies of components, equipment and computer software as well as advisory and other auxiliary services, shall subject to this General Terms and Conditions and shall be executed pursuant to the rules specified therein.
3. These terms and conditions should be considered as the opposition against any conditions stated by the Purchaser.
4. The liability of the Supplier is limited to the greatest extent allowed by the law. In particular, the possibility to impose contractual penalties on Supplier is hereby excluded.

II. Offer and scope of delivery

1. Catalogues, leaflets, data sheets, diagrams and drawings attached to the offer may be subject to modifications unless they are expressly referred to as effective and binding. The Supplier reserves the ownership rights and copyrights to all cost calculations and schedules, drawings and other documentation that is transferred to the Customer thus the Customer are not allowed to make these documents available to any third parties. All designs and plans that are submitted to the Customer and specified by the Supplier as confidential can be disclosed to the third parties exclusively upon a prior consent of the Supplier.
2. Unless explicitly stated in details in the Contract of Supply, the protecting equipment is not included into the scope of delivery.
3. A written confirmation of the order issued by the Supplier including all changes is mandatory.
4. The Customer is charged for all the costs related to cancellation of the order for goods and services ordered from the Supplier.

III. Prices and payment terms

1. All prices should be understood as net values that are surcharged by the Value Added Tax (VAT) of the amount as specified in legal regulations in force.
2. Prices for software licenses (computer programs), unless specified otherwise, include the installation and running of the software on a single unit of the equipment of the Customer or by one user of the Customer.
3. Unless specified otherwise the prices are understood as loco warehouse of the Supplier in Warsaw.
4. The Supplier is entitled to introduce a minimum order value In the case of placing an order with a value below the minimum value, its implementation may be subject to payment of a surcharge for a minimum order value.
5. Unless specified otherwise the payment terms that are agreed upon confirmation of the order remain effective. Making the prepayment, if required, is the indispensable condition to launch the order handling.
6. In case of breaching the payment schedule the penalty interests for delay in commercial transactions at the rates as in applicable regulations shall be charged.
7. The Customer is not allowed to withhold payments or make any deductions without a written consent of the Supplier.

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8. In case of payment delays exceeding the agreed terms the Supplier is entitled to withhold further deliveries until the debited sums are duly paid by the Customer.
9. The Customer declares that it has the status of a large enterprise in the sense adopted in the Act of 8 March 2013 on preventing excessive delays in commercial transactions.

IV. Delivery schedule

1. The delivery schedule starts on the day when the Customer and the Supplier have agreed all the conditions of the order. Keeping term of the delivery depends on submission by the Customer to the Supplier the entire and complete documentation in due time, including necessary permits and approvals as well as on scheduled clarifying and approving related designs, obeying all the agreed payment terms and other obligations imposed onto the Customer.
2. The delivery date are considered as kept if the batch of the equipment ready for operation is shipped from the Supplier's warehouse before the mutually agreed delivery date. If the shipment or commissioning are postponed by faults of the Customer the notice that is duly sent by the Supplier to the Customer before the mutually agreed delivery date with the information that the equipment is ready for shipment or commissioning is considered as fulfilment of the delivery schedule.
3. If the delay of shipment or commissioning caused by faults of the Customer is longer than 30 days the Supplier is entitled to administer the goods to his sole discretion and the Customer is deprived of any right to make claims by way of unscheduled or failed delivery. The supplier shall be also entitled to charge the Customer for the storage cost of the goods or expenses borne for returning thereof to the manufacturer.
4. In case of any unpredictable hindrances that prevent the Supplier from performing their duties or performing duties by subcontractors of the Supplier or in case when in spite of due care the obstacles that make the scheduled delivery impossible could not be avoided as they resulted from a force-majeure or are implied by delays in delivery of essential raw materials or subassemblies from subcontractors the mutually agreed delivery dates shall be accordingly postponed. If due to the aforementioned hindrances and obstacles the Supplier is no more able to execute the delivery the Supplier is allowed to withdraw from the Contract after giving a prior notice to the Customer. Similarly, the Customer has the same right to withdraw from the Contract if the postponed delivery is unacceptable. In terms of this clause the Supplier is absolved from responsibility for unscheduled delivery occurred as a result of strikes or lockouts.
5. The supplier shall not be held responsible for any indirect damages borne by the Customer due to delayed deliveries.

V. Transfer of the risk and handover of the delivered goods

1. The risk passes from the Supplier to the Customer at the moment when the goods are shipped (even partially) from the Supplier's warehouse and even in case when the Supplier is also responsible for other services, e.g. shipment, transport or installation at Customer's premises. To the Customer's request and on Customer's expense the Supplier can arrange the insurance of the shipments.
2. The delivery that is advised by the Supplier as ready for shipment should be immediately handed over to the freight forwarder by the Customer. Otherwise the Supplier is allowed to store the delivery at his sole discretion, to the expenses and risk of the Customer.
3. Partial deliveries and invoicing are allowed.

VI. Property rights

1. The delivered goods remain the Supplier's property (as reserved goods) until the Customer pays the Supplier all the due receivables.
2. If the Customer processes or combines the reserved goods with other goods, the Supplier acquires the ownership rights to the processed or newly manufactured goods proportionally to the ratio of the invoice value of the reserved goods to the invoice value of the newly originated goods.

VII. Guarantee

1. The Customer is obliged to carry out the quality inspection and acceptance of delivered goods or the goods that are received from the Supplier not later than in seven (7) days after the day when the risk has been transferred to the Customer. The aforementioned inspection and acceptance is understood as verification whether the number and types of the delivered or received goods are in line to specification of the shipment or the invoice as well as the goods are free of technical defects that can be detected by visual inspection without trial run of the equipment. After expiring of the said period of time any claims with respect to the scope of such a quality acceptance will not be accepted.
2. The Supplier gives guarantee for the sold goods in accordance with the following rules:
 - 1) Responsibility of the Supplier covers all the parts that became inoperable within 12 (twelve) months after the start up date as a result of circumstances that undoubtedly occurred before the transfer of risk or operational performance of such parts proved to be essentially diminished particularly as a result of defective construction, substandard materials or poor workmanship. The guarantee expires 18 months after the delivery date as the latest or 18 months after the date of commissioning, whichever was agreed upon. To his sole discretion but free of charge the Supplier shall repair the defective parts or replace them with new ones and free of defects. The Supplier shall rectify any bugs in his computer programs by bypassing the bug as appropriate to the Customer's needs or providing the Customer with a new software version.
 - 2) The Customer shall notify the Supplier immediately about detected defects of the goods. The claimed defective goods should be sent to the Supplier for verification and repairing or replacement with new ones. The Supplier bears all the costs related to transportation of the goods subject to repairing or replacement between the seat of the Supplier and the seat of the Customer, connected with the execution of the primary Order containing defective goods. Defective goods that have been replaced with new ones become the property of the Supplier.
 - 3) The claims shall subject to consideration solely if submitted in writing in Polish or in English language along with the invoice number or delivery number. Claims may be made using:
 - a) online form available at www.boschrexroth.pl ;
 - b) „Claim protocol” form available at <http://www.boschrexroth.com/pl/pl/serwis-i-reklamacje/zglos-reklamacje/formular-1> ;
 - c) e-mail sent to the address reklamacia@boschrexroth.pl .
 - 4) Territorial scope of the guarantee covers the territory of the Republic of Poland. In order to avoid doubts, Bosch Rexroth products not sold by the Supplier are not covered by the guarantee.
 - 5) Deadline for performing guarantee duties falls within 90 days.
3. The supplier is absolved from responsibility for damages of delivered goods if such damages are results of:
 - 1) improper assembly and installation,
 - 2) exceeding technical parameters as specified in relevant data sheets,
 - 3) use of inappropriate consumables, hydraulic fluids and other utilities,
 - 4) mistakes, omissions or negligence in handling, operating and maintenance.
4. If a claim is made by the Customer, the Supplier may decide to deliver to the Customer goods free of defects in place of claimed goods – for the time of claim processing and removing possible defects. The Supplier informs the Customer of the shipment with goods for replacement in the confirmation of guarantee claim, at the same time stating the value of goods sent for replacement. Refusal to accept the goods for replacement by the Customer is tantamount to abandoning all claims concerning lack of goods during the time of guarantee claim processing. In the case of recognition of the guarantee claim by the Supplier, claimed goods become the property of the Supplier, and replacement goods sent earlier to the Customer becomes the

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property of the Customer. In the case of not sending the claimed goods to the Supplier or in the case of claim not recognized by the Supplier, the Customer is obliged to pay, within 14 days since the notification of refusal to recognize the claim, the price of the goods sent for replacement and to bear, within the same deadline, the costs borne by the Supplier in connection with consideration of the claim and delivery of goods for replacement (transport, expert appraisal, used materials, delivery costs for replacement goods, extra pay for express production, etc.).

5. Any further claims by virtue of defects, in particular contractual or non-contractual demands for consequential or implied damages outside the goods themselves shall be rejected.
6. The Supplier is not liable to the Customer for the warranty for defect in products (art. 556 ff. of the Civil Code).
7. In case if the Supplier's service staff is called in under the guarantee claim and the claim proves to be unjustified (e.g. goods are free of defects or have been damaged as a result of improper assembly, installation or operation) the Supplier shall charge the Customer for costs of travelling expenses, expertise and used materials and spare parts.

VIII. Post-guarantee repairs

Post-guarantee repairs can be carried to the service department of Bosch Rexroth Sp. z o.o. upon an order in accordance with "General Terms and Conditions of Repairs carried out by Bosch Rexroth Sp. z o.o." available at <http://www.boschrexroth.com/pl/pl/home/purchasing-logistics> .

IX. Responsibility for consequential damages instigated by the product

The Supplier is absolved from responsibility for any damages caused by the delivered goods after the said goods have been delivered to the Customer.

X. Assembly and start up

All the tasks related to assembly and start up of the delivered equipment shall be carried out under the terms imposed by the Supplier and at the Supplier's rates related to deputation of service staff and other employees.

XI. Personal data

1. The entity responsible for processing your personal data is Bosch Rexroth Sp. z o.o. Jutrzenki 102/104 street, zip code 02230 Warszawa.

2. The person responsible for supervising the data processing at Bosch Rexroth Sp. z o.o. is the company's representative for personal data (Data Protection Officer). Full correspondence regarding exercise of your rights should be directed in writing to the Data Controller's address or the Data Protection Officer of Bosch group to the following address:

Data Protection Officer
Information Security and Privacy (C/ISP)
Robert Bosch GmbH
Postfach 30 02 20
70442 Stuttgart GERMANY or to the e-mail address: DPO@bosch.com.

To exercise your rights and report incidents concerning personal data breaches, click on the following link:

<https://www.bkms-system.net/bosch-datenschutz>.

3. The responsible entity and the service providers engaged by them process your personal data for the following purposes:
 - a) Provide the services specified in the general terms of sale, including warranty support (legal basis: execution of the contract).
 - b) Comply with obligations under separate legal regulations (legal basis" comply with legal requirements)
 - c) Direct marketing of our products and services, provided that you have given your prior consent to such communication or that there is a legitimate interest of the administrator in building and developing a relationship with you with a view to selling goods and services (legal basis: art. voluntarily given consent / legitimate interest on our part).
 - d) Possible shares in market research projects conducted by Bosch Rexroth Sp. z o.o. in relation to the drive and control systems and services offered by Bosch Rexroth (legal basis: Article: legitimate interest on our part in improving the quality of services offered).
4. We provide your personal data to other responsible entities only when it is necessary to perform a contract or the third party has a legitimate interest in providing the data or you have given your consent to such provision.
5. In order to fulfill the general terms of sale, your data may be provided to other companies from the Bosch group, including without limitation:
 - Robert Bosch Sp. z o.o., Robert Bosch GmbH, Bosch Rexroth AG
- 6 Your data is stored for as long as necessary to provide the services specified in the general terms of sale. After this period, the data is deleted except for the data which we must retain in order to fulfill legal obligations (e.g. due to storage periods stipulated by tax and commercial laws).

7. Please be advised that you have the following rights:
- a) Right to be informed: you have the right to receive information from us concerning processing of your data. You may exercise your right to be informed with regard to your personal data which we process.
 - b) Right to rectification and erasure: You may request us to rectify false data and, if statutory requirements are met, supplement or erase your data. This does not apply to the data which is necessary for settlement and accounting purposes or is subject to the statutory storage obligation. If access to the data is not needed, its processing is, however, restricted (see below).
 - c) Restriction of processing: You may request us, if statutory requirements are met, to restrict the processing of your data.
 - d) Right to object to data processing: In addition, you have the right to object to our processing of your data at any time. We will then suspend processing of your data, unless we are able to evidence, in accordance with statutory guidelines, sufficiently justified reasons for further processing which prevail over your rights.
 - e) Right to object to direct marketing: Furthermore, you may at any time object to processing of your personal data for marketing purposes (“objection to marketing”). Please note that for organizational reasons the withdrawal of your consent and the use of your data in an already pending campaign might overlap.
 - f) Right to object to data processing with legal basis in the form of legitimate interest: In addition, you have the right to object at any time to our processing of your data, provided that there is legal basis in the form of legitimate interest. We will then suspend processing of your data, unless we are able to evidence, in accordance with statutory guidelines, sufficiently justified reasons for further processing which prevail over your rights.
 - g) Withdrawal of consent: If you have given us your consent to the processing of your data, you may withdraw it at any time for the future. This shall not affect the lawfulness of processing of your data until the withdrawal.
 - h) Data portability: Moreover, you have the right to receive the data you have provided to us, in a structured, commonly used and machine-readable format or, where technically feasible, request that the data be provided to a third party.
- 8 If any of the activities conducted as part of sales terms requires granting a separate consent to processing, you have the right to withdraw consent at any time, which shall not affect the lawfulness of processing conducted based on the consent before its withdrawal.
9. If you find that the responsible entity processes your data against the law, you may lodge a complaint with a supervisory authority.

Urząd Ochrony Danych Osobowych
ul. Stawki 2
00-193 Warszawa
UODO helpline: +48 606-950-000

10. Your provision of data is voluntary, however failure to provide it as required in the registration form will prevent the purchase specified by Bosch Rexroth Sp. z o.o.
11. The processor undertakes all technical and organizational measures as necessary to ensure adequate level of protection and security of your data managed by us.

XII. Anti-corruption clause

1. The Purchaser undertakes to remain in compliance with all the laws applicable within the framework of its business relationship with the Supplier. The Purchaser will not, and nor will any of its officers, employees, shareholders, representatives or other persons acting for him, directly or indirectly, either in private business dealings or in dealings with the public sector, accept, offer, give or agree to accept, to offer or to give any payment, gift or other advantage which would violate any anti-corruption law or regulation applicable to the Purchaser or the Supplier within the framework of their business relationship, or a reasonable person would otherwise consider to be unethical, illegal or improper. The Purchaser in particular agrees and undertakes not to seek, directly or indirectly, improperly or corruptly to influence or attempt to influence a public official, employees, shareholders, representatives or other persons acting for the customer or a potential customer to act to the advantage of either of the Parties or any other third party or otherwise to perform their duties improperly.
2. The Purchaser agrees to comply with the Bosch Code of Conduct for Business Partners, which is appendix 1 to this General terms and conditions of sales from Bosch Rexroth Sp. z o. o.

XIII. Partial ineffectiveness

If one or several clauses of a contract /agreement prove to be ineffective the remaining part continues in effect.

XIV. Location of appropriate courts and governing law

3. The courts located in Warsaw shall have jurisdiction to resolve any legal disputes between the Supplier and the Customer. The Supplier is authorized to bring an action against the Customer at the court of jurisdiction over Customer's seat.
4. All the disputes that may arise between the Supplier and the Customer shall be resolved exclusively on the basis of Polish laws.

Warsaw, 23 June 2021