

### **General conditions of repairs made by Bosch Rexroth Sp. z o.o.**

Repairs and checks of equipment sold by Bosch Rexroth sp. z o.o. are performed at the Bosch Rexroth sp. z o.o. Service Center according to the rules specified below:

#### **I. Checks:**

1. The Customer requests Bosch Rexroth Sp. z o.o. to check the technical condition of the delivered product. The cost of checking is determined on the basis of hourly rates according to Bosch Rexroth Sp. z o.o. pricing, provided that the said cost is not lower than € 133.
2. After completion of the requested check, the Contractor shall inform the Customer on any identified irregularities as well as the possibility and cost of repair. A repair offer shall be presented for the checked product.
3. The results of the check shall be valid as of the offer date and concern the scope of the basic check. Bosch Rexroth Sp. z o.o. shall not be responsible for any damage occurring after that date or falling beyond the scope of checking.

#### **II. Repair:**

1. Referring to the offer, the Customer may request a repair of the product based on a separate order. The repair shall be made only upon Customer's request.
2. If the Customer does not request repair within the period of 30 days from the offer date, it shall pay the Contractor for a product check in accordance with section I.

#### **III. Payments:**

1. If product repair is requested, the Customer shall pay a remuneration in the amount specified in the offer by the Contractor.
2. If the repair is requested within the offer validity period the Customer shall not be obliged to pay for the product check.
3. In order to secure the costs of repair made by Bosch Rexroth Sp. z o.o., the Customer shall establish a pledge for the benefit of the Contractor on the owned device, further specified in the repair offer.
4. Upon conclusion of the repair agreement, the Customer shall hand over the pledged item specified in paragraph 3 to Bosch Rexroth Sp. z o.o. The Contractor may deposit the pledged item at the premises of a third party specialized in keeping similar devices, or store the pledged item on its own from the date of notification to the Customer on the date of return of repaired device until the date of Customer's payment of repair costs.
5. The pledge shall secure all costs of Bosch Rexroth Sp. z o.o., repair charge, interests on delayed payment of repair costs as well as any other costs related with the pledged item.
6. The amount of remuneration may change if any unexpected circumstances occur beyond the control of Bosch Rexroth Sp. z o.o., or impossible to identify in the course of the product check. Bosch Rexroth Sp. z o.o. shall notify the Customer without delay on any such circumstances and on the adjusted repair cost. In such circumstances, the Customer shall be obliged to cover the costs related with the extended scope of repair.
7. Bosch Rexroth Sp. z o.o. hereby declares that it is a large enterprise, in accordance with Article 4 item 6 of the Act of March 8, 2013 preventing excessive delays in commercial transactions (Journal of Laws of 2021, item 424, as amended).

#### **IV. Delayed receipt:**

1. The expected date of receipt is specified by the Contractor depending on the capabilities of

Bosch Rexroth Sp. z o.o. and the scope of requested service. The Customer is obliged to receive the device immediately after the period ending on the expected date of receipt, unless the service is not completed by that date. If the Customer fails to receive the device within that period, the Contractor shall mail a request to the Customer, specifying another date of receipt. If the Customer fails to receive the device within the additional period, Bosch Rexroth Sp. z o.o. shall charge a contractual penalty in the amount of PLN 30 per each day of delay, starting from the day following the specified additional date of receipt. The Contractor may seek damages on general terms, if the damage caused exceeds the stipulated contractual penalty.

2. Failure to receive the device within 3 months after the additional period specified in accordance with paragraph 1 above shall convey the intention to discard the item. Bosch Rexroth may remove discarded items from the storage. The Contractor **shall not be obliged** to store a given product. In particular, after the periods indicated above, Bosch Rexroth Sp. z o.o. shall have the right to dispose of the said devices.
3. Failure to receive the product **shall not release** the Customer from the obligation to pay the fee charged for the check or repair of equipment.
4. The Customer shall agree to being informed by Bosch Rexroth Sp. z o.o. on the status of the service task via available channels of telephone or electronic communication.

## V. Warranty:

1. The Contractor grants a 12-month warranty on all new and retrofitted parts installed by Bosch Rexroth Sp. z o.o. as part of the repair of the device, valid from the date of installation.
2. Bosch Rexroth Sp. z o.o. warranty does not cover:
  - a) parts subject to wear in the course of normal operation of the device or due to natural wear, or as a result of a defect of the device resulting from its operation or natural wear;
  - b) defects of the device occurring as a result of failure to follow the operating instructions, or improper use, abnormal natural and weather conditions, improper operating conditions, overloading or neglected service, maintenance or damage to factory seals;
  - c) defects of the device caused by the use of auxiliary equipment, accessories or non-original Bosch Rexroth Sp. z o.o. spare parts;
  - d) devices modified in any way or devices partly or completely dismantled;
  - e) small deviations, insignificant in terms of the value or usability of the device.
3. Warranty claims must be made to the Contractor within the warranty period.
4. A defect confirmed by Bosch Rexroth Sp. z o.o. shall be removed under the warranty by means of a free of charge repair of the damaged part of the device. These parts shall become the property of the Contractor.
5. The granted warranty shall not cover any other claims except the right to repair the defects of the device stipulated herein. In particular, the Customer shall not have the right to request a replacement of the device during the repair period.
6. The warranty shall not be applied in case of purchase of used products.

## VI. Handover

1. The device shall be handed over upon the payment of the due fee. Documents issued by the Contractor, indicating the right to receive the device, may be requested.

## VII. Personal data

1. The controller of personal data of Customer's representatives, as well as persons performing activities related with repair services provided in accordance with these General Conditions of Bosch Rexroth Repairs on behalf of the Customer (e.g. contact persons appointed by the Customer), both at the contracting and the execution stage, shall be Bosch Rexroth Sp. z o.o. with the registered office at ul. Jutrzenki 102/104, 02-230 Warszawa.
2. The Customer hereby undertakes to fulfill the information duties on behalf of the Personal Data Controller (Bosch Rexroth Sp. z o.o.) under Article 14 of GDPR, by providing the information available at the following link to persons mentioned in paragraph 1 above: <https://www.boschrexroth.com/pl/pl/o-firmie/o-firmie-bosch-rexroth/information-clause-for-b2b/information-clause-for-b2b>. Upon every request of Bosch Rexroth, the Contractor shall present a confirmation of fulfillment of the information duties in accordance with this paragraph 2.

## VIII. Jurisdiction:

1. Any disputes arising in the course of the repair service shall be settled by a common court

having jurisdiction over the registered office of Bosch Rexroth Sp. z o.o.

#### **IX. Anti-corruption clause**

1. The Customer is obliged to follow all legal regulations applicable to the subject and scope of cooperation with Bosch Rexroth Sp. z o.o. Neither the Customer nor any of its employees, shareholders, representatives or other persons directly or indirectly acting on its behalf, both in business and public contacts, shall not accept, offer, provide, demand or approve to accept, offer or provide any payments, gifts or other benefits that violate any anti-bribery provisions or laws applying to the Customer or Bosch Rexroth Sp z o.o. as part of their business relations, or that could be deemed unethical, illegal or improper. The Customer in particular shall agree and undertake not to seek, directly or indirectly, improper or corrupt influence or attempt to force a public official, employees, shareholders, representative or any other persons acting on behalf of the client or potential client to act for the benefit of any of the Parties or any third party, or to perform their duties improperly in any way.
2. The Customer undertakes to follow the Code of Conduct for Bosch Business Partners, constituting Attachment No. 1 to these General Conditions of Repairs.

For matters not covered by these General Conditions of Repairs made by Bosch Rexroth Sp. z o.o., "General Terms and Conditions of Sale of Bosch Rexroth Sp .z o.o." shall apply.

Attachments:

1. Code of Conduct for Bosch Business Partners.

Warsaw, 6/14/2021