

General conditions of repairs made by Bosch Rexroth Sp. z o.o. with a registered office in Warsaw, ul. Jutrzenki 102/104, 02-230 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under the KRS number KRS 0000036334, with a share capital of 6 300 000 PLN, Tax identification number NIP 534 000 15 50, statistical number REGON 012007062, BDO registry number 000007800 ("Contractor")

Repairs and verification of equipment sold by the Contractor are performed at the Contractor's Service Center according to the rules specified below:

I. Verification:

1. The Customer commissions the Contractor verification of the technical condition of the delivered product. The cost of verification is determined on the basis of hourly rates according to Contractor's pricing, provided that the said cost is not lower than € 140.
2. After carrying out the ordered verification, the Contractor will inform the Client about the detected irregularities and the possibilities and price of their repair. An offer will be presented for the repair of product. The offer is binding on the Contractor for the period indicated therein, no longer than 30 days from the date of its issuance. The Customer commissions the Contractor to perform the repair in the form of a written order, signed by persons authorized to act on behalf of the Customer. Any modification of the offer by the Customer requires acceptance by the Contractor to be valid.
3. The results of the verification shall be valid as of the date of the offer and include the scope of the basic verification. Contractor shall not be responsible for any damage occurring after that date or falling beyond the scope of verification.

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 verification in accordance with section I.1.

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 verification.
3. In order to secure the costs of repair made by Contractor, 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 subject of the pledge specified in Clause 3 to the Contractor. The Contractor may deposit the subject of the pledge at the premises of a third party specialized in keeping similar devices, or store the subject of the pledge 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 the Contractor, repair charge, interests on

delayed payment of repair costs as well as any other costs related with the subject of the pledge.

6. The amount of remuneration may change if any unexpected circumstances occur beyond the control of the Contractor, or impossible to identify in the course of the product verification. The Contractor 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. If there is no consent to the new repair price, the Contractor is not obliged to perform it.
7. Bosch Rexroth Sp. z o.o. hereby declares that it is a large entrepreneur, 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 pick up:

1. The expected date of pick up is specified by the Contractor depending on the capabilities of the Contractor and the scope of requested service. The Customer is obliged to pick up the device immediately after the lapse of the term designated as expected date of pick up, unless the service is not completed by that date. If the Customer fails to pick up the device within that period, the Contractor shall mail (registered mail or e-mail form) a summon to the Customer, specifying another date of pick up. If the Customer fails to pick up the device within the additional period, Contractor shall charge a contractual penalty in the amount of EUR 8 per each day of delay, starting from the day following the designated additional date of pick up. The Contractor may seek damages on general terms, if the damage caused exceeds the stipulated contractual penalty.
2. Failure to pick up the device within 12 months after the additional period specified in accordance with paragraph 1 above shall convey the intention to dispose of the product. Contractor 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, Contractor shall have the right to dispose of the said devices.
3. Failure to pick up the product **shall not release** the Customer from the obligation to pay the fee charged for the verification or repair of equipment.
4. The Customer shall agree to being informed by the Contractor on the status of the service via available channels of telephone or electronic communication.

V. Warranty:

1. The Contractor grants a 12-month warranty on all new and regenerated parts installed by Contractor as part of the repair of the device, valid from the date of installation.
2. Contractor's warranty does not cover:
 - a) parts subject to wear in the course of normal use of the device or due to natural wear, or as a result of a defect of the device resulting from its use or natural wear;
 - b) defects of the device occurring as a result of failure to follow instructions of use, or improper use, abnormal natural and weather conditions, improper conditions of use, overloading or negligence with respect to the service, maintenance or damaging factory seals;
 - c) defects of the device caused by the use of auxiliary equipment, accessories or non-original 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. The warranty claim must be reported to the Contractor immediately after the defect is discovered.
The defect recognized by the Contractor and covered by the warranty is removed by free repair of the damaged part of the device. The replaced parts thus become the property of the Contractor. The deadline for completing the repair will be indicated by the Contractor.
4. The warranty granted does not cover any claims other than the right to remove the device defect specified in these General Conditions of Repair. In particular, the Customer has no right to demand that a replacement device be made available to him for the duration of the repair.

VI. Handover

- 1. The device shall be handed over upon the payment of the due fee. Documents issued by the Customer, 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 Repair 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 Warsaw.
- 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 the Contractor.

IX. Anti-corruption clause

- 1. The Customer is obliged to follow all legal regulations applicable to the subject and scope of cooperation with Contractor. 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 Contractor 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 Repair.

X. Sanctions clause

1. If it turns out that verification or repair of devices sold by Contractor become impossible or difficult due to national or international export control regulations, in particular embargoes or other sanctions, Contractor has the right to refuse to carry out verification or withdraw from the repair contract. The Contractor may execute his right of withdrawal within 60 days as of a date of receiving information on impossibility or difficulty in carrying out the verification or repair of devices.
2. The Customer undertakes to provide all information and documents required for the verification and repair of devices sold by the Contractor, unless it is the responsibility of the Contractor.
3. In the event of refusal to verify or withdrawal from repair in accordance with point 1, the Customer's right to demand compensation or pursue other rights in this respect is excluded.
4. If the Contractor withdraws from the repair contract, the provisions of point **IV**. shall apply accordingly.
5. In the event of refusal to verify or withdrawal from the contract for the reasons specified in Clause 1, the Contractor may demand payment of remuneration for work performed so far, including the amounts specified in point **I.1.** or point **III.1.**

XI. Final Provisions

1. To the extent not covered by these General Conditions of Repair carried out by the Contractor, the "General Terms and Conditions of Sale of Bosch Rexroth Sp. z o. o. " shall apply.
2. Only Polish law applies to all disputes between the Contractor and the Client and to the agreements concluded on the basis hereof.

Attachments:

1. Code of Conduct for Bosch Business Partners.

Warsaw, 5/18/2024