# General Conditions of Sale of Goods ordered Online (Rexroth Store)

V. 20.10.2021

## I. General provisions

### 1. Scope

1.1. These General Conditions of Sale of Goods ordered Online via the Rexroth Store platform (hereinafter referred to as: “Conditions”) shall apply as in effect on the date of the agreement to all goods and services ordered online (hereinafter collectively referred to as: “Goods”) from the following supplier:

Bosch Rexroth Sp. z o.o.

ul. Jutrzenki 102/104

02-230 Warszawa, Poland

Email: eBusiness@boschrexroth.pl

Tel.: + 48 22 738 18 00 (on working days from Monday to Friday from 8:00 A.M. 4:00 P.M.)

(hereinafter: the “Supplier” or “Bosch Rexroth”) by the Customer (hereinafter: the ”Customer”).

These Conditions shall not apply to registration for and use of other online services offered by the Supplier (e.g. access to the website). Any questions or complaints may be directed to the Supplier using the contact information specified above.

1.2. Any general terms and conditions of the Customer which deviate from, contradict or extend these Conditions shall not become part of the agreement, even if Bosch Rexroth does not expressly object to them or if the Customer refers to them in the order.

1.3. Goods are offered exclusively to entrepreneurs. For the purposes of these Conditions, “Entrepreneur” shall mean a natural person, a legal person or an organizational unit as referred to in Article $33^1$ of the Civil Code, carrying out a commercial or professional activity in its own name (Article $43^1$ of the Civil Code), who has been registered on the Rexroth Store platform and whose registration has been confirmed by Bosch Rexroth.

### 2. Online orders, including the ordering process, conclusion of the agreement, storage of the content of the agreement

2.1. When ordering online, the Customer is notified about the arising costs (for standard shipments), payment and delivery terms, validity periods, notice periods and other relevant conditions. Before making a purchase, the Customer confirms that they have read the General Conditions of Sale of Goods ordered Online (Rexroth Store). Then, the Customer has the option to send the order by clicking on the PLACE ORDER. When the Supplier receives the order, an email is automatically generated confirming that the order has been accepted for processing. Only when Bosch Rexroth sends an official order confirmation generated by the SAP system, the order is considered binding.

2.2. The online offer is a non-binding invitation to the Customer to place an order for the Goods. A contractual relationship is established when the Customer receives an email confirmation of acceptance of the order from the Supplier, generated by the SAP system. The Customer shall bear the cost of resignation from the Goods ordered from the Supplier.

2.3. The content of these General Conditions shall be stored by Bosch Rexroth and shall be available to the Customer at any time until the Supplier has fulfilled the order. Before confirming the order, the Customer may print the content of the agreement using the print function in the browser or save it in electronic form. The agreement shall be drawn up in English.

## 3. Prices and payment

3.1. The current net prices on the date of placing the order by the Customer are valid. All prices quoted are, unless stated otherwise, net prices in EUR (euro). Unless indicated otherwise, prices on VAT invoices are given in PLN (Polish zloty) converted from EUR according to the selling rate of the National Bank of Poland applicable on the day preceding the day of sale.

3.2. Every Customer of the Rexroth Store system has agreed payment terms. Bosch Rexroth reserves the right to demand an advance payment. The Customer is not allowed to make deductions.

3.3. If the customer is in arrears, Bosch Rexroth shall be entitled to demand compensation for damages resulting from the delay (e.g. interest on arrears, demand charges, collection fees) and to demand immediate payment of all outstanding amounts resulting from the cooperation with the Customer without further notice.

## 4. Bosch Rexroth's Liability Principles:

4.1.1. Bosch Rexroth shall be liable to the extent provided by law (i) in the event of intent or gross negligence, (ii) under the product liability law, (iii) under the warranty provided by Bosch Rexroth, and (iv) in the event of loss of life or health. Statutory warranty claims are excluded.

4.1.2. In the event of property damage caused by ordinary negligence, insofar as liability in accordance with subs. 4.1.1 does not apply, Bosch Rexroth and persons engaged by it in the performance of its obligations shall only be liable in the event of a breach of essential contractual obligations, whereby the amount of this liability shall be limited to the damage that was foreseeable and typical of the agreement at the time of its conclusion; essential contractual elements are those obligations whose performance characterizes the agreement (hereinafter referred to as "Essential Obligations"), this liability shall not extend to the Customer's lost profits.

4.1.3. Bosch Rexroth's liability pursuant to subs. 4.1.2. above shall be limited, without prejudice to the provisions of subs. 4.1.1. above, to 100% of the amount of the remuneration for the order which caused the damage event, but not more than EUR 5,000.00.

4.1.4. Any further liability of Bosch Rexroth is excluded. This applies in particular to claims for damages for fault in contracting, for other breaches of obligations and claims in tort.

4.1.5. Statutory limitations of liability that deviate from the above liability provisions in favor of Bosch Rexroth shall remain unaffected.

4.1.6. The above limitations of liability shall also apply in the event of fault on the part of a person engaged by Bosch Rexroth in the performance of its obligations and in respect of the personal liability of employees, representatives and legal persons of Bosch Rexroth.

4.1.7. Insofar as the Goods are provided free of charge, Bosch Rexroth shall not be liable for any damages resulting from the use of the Goods.

## 5. Application of the General Conditions of Sale

Unless otherwise specified in these Conditions, the General Conditions of Sale of Bosch Rexroth z o. o., available at https://dc-mkt-prod.cloud.bosch.tech/pl/media/warunki_wsp_pracy/1-2_oglne_warunki_sprzeday_firmy_bosch_rexroth_sp-z_o-o-wersja_angielska.pdf , shall apply.

## 6. Use rights

The documentation and other contents provided by Bosch Rexroth contain information and contents protected by copyright. They may not be used for any purpose other than as provided in the agreement. The Customer acquires a non-exclusive, non-transferable right of use in this regard. In particular, the following is not permitted without the written consent of Bosch Rexroth: additional reproduction of information or content, its editing or processing, disclosure to third parties or

communication to the public. The Customer may not remove copyright notices, trademarks, digital watermarks or other rights notices. For each violation described above, the Customer shall pay Bosch Rexroth a contractual penalty in the amount of PLN 100,000.

## 7. Confidentiality

7.1. The Customer agrees to treat confidentially the information and other materials that Bosch Rexroth has marked as "confidential" or that are otherwise to be considered confidential (hereinafter: "Confidential Information") and not to disclose them to third parties. In order to protect Confidential Information, the Customer shall use the same degree of care (but not less than a reasonable degree of care) as it uses with respect to their own Confidential Information of similar importance.

7.2. The confidentiality obligation under subs. 7.1 above shall not apply to Confidential Information that:

(i.) were already in the lawful possession of the Customer prior to their disclosure by Bosch Rexroth;

(ii.) are or become generally known without Customer's breach of obligations;

(iii.) the Customer has lawfully received from third parties without an obligation of confidentiality;

(iv.) was disclosed to third parties by Bosch Rexroth without an obligation of confidentiality;

(v.) was developed by the Customer themselves;

(vi.) needed to be disclosed by law; or

(vii.) have been disclosed by the Customer with the prior written consent of Bosch Rexroth.

## 8. Data use and personal data protection.

8.1. When processing personal data, Bosch Rexroth complies with applicable data protection laws. For detailed information on the data collected and its processing, please refer to the Supplier's data protection notice at: https://www.boschrexroth.com/pl/pl/home/privacy.

8.2. Bosch Rexroth shall have the right to store, use, transfer and/or use all information – with the exception of personal data – submitted and created by the Customer in connection with the order, for any purpose beyond the purpose of the agreement, for example for statistical, analytical, and internal purposes. This right shall be unlimited and irrevocable.

## 9. Final provisions

9.1. If any provision of these Conditions is or becomes ineffective or unenforceable, the effectiveness and enforceability of the remaining provisions shall not be affected. In such event, the ineffective or unenforceable provision will be replaced by an acceptable and enforceable arrangement that most closely approximates the economic purpose of the original ineffective or unenforceable provision. The above shall also apply mutatis mutandis to supplementing contractual deficiencies.

9.2. The courts of Bosch Rexroth's seat will have exclusive jurisdiction over any dispute arising from these Conditions. Bosch Rexroth shall have the right to take legal action in the court having jurisdiction over the Customer.

9.3. Contractual relations between the parties shall be governed by the laws of the Republic of Poland. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.

9.4. Compliance with export regulations: The parties mutually agree that each party shall be solely responsible for complying with the import and export regulations as applicable to that party. All Bosch Rexroth's Goods are delivered on the understanding that their performance is not hindered by any obstacles resulting from national or international export control regulations, in particular embargoes or

other sanctions. Bosch Rexroth shall be entitled to terminate the agreement without notice if the termination is necessary for Bosch Rexroth to comply with national or international legal requirements. In the event of such termination, the Customer may not claim damages or other rights for termination.

9.5. Information about the online dispute resolution system: the European Commission provides an online dispute resolution (ODR) platform. This platform is intended to serve as a contact point for out-of-court resolution of disputes regarding contractual obligations arising from online purchase contracts and online service contracts. The platform can be accessed at: http://ec.europa.eu/consumers/odr/ .

9.6. The Customer undertakes to comply with all legal regulations applicable to the subject matter and scope of cooperation with the Supplier. Neither the Customer, nor any of their employees, shareholders, agents or other persons acting on their behalf, directly or indirectly, in their business dealings or dealings with the public sector, will accept, offer, give, request or agree to accept, offer or give any payment, gift or other benefit that violates any anti-corruption laws or regulations applicable to the Customer or Supplier as part of their business relationship or that could be considered unethical, illegal or improper. The Customer specifically agrees and undertakes not to seek, directly or indirectly, to improperly or corruptly influence or attempt to influence any public official, employees, shareholders, agents or other persons acting on behalf of the Customer or prospective Customer to act for the benefit of either party or any third party or otherwise perform their duties improperly.

The Customer agrees to abide by the Bosch Code of Conduct for Business Partners, which is attached as Appendix 1 to these Conditions.

9.7. Bosch Rexroth declares that it is a large entrepreneur within the meaning of Article 4.6 of the Act of March 8, 2013 on preventing excessive delays in commercial transactions (Journal of Laws of 2021, item 424, as amended).