

Bosch Rexroth sp. z o.o.

Terms and Conditions of Purchase

These Terms and Conditions of Purchase (hereinafter referred to as "OWZ") apply to all transactions concluded in connection with the order for goods and services (hereinafter "Products") by Bosch Rexroth sp. z o.o. (hereinafter "the Ordering Entity") with any entity (hereinafter "the Supplier") and on any basis, in particular a sales, delivery, commission or specific task contract.

1. General

The application of terms and conditions other than OWZ, in particular of the Supplier's terms and conditions, shall be excluded.

If other language versions of OWZ than the Polish one are used and there are discrepancies between these versions, the Polish version shall be decisive.

Any agreements concerning the terms and conditions and the possible acceptance of the Supplier's terms and conditions or similar provisions executed before the date of the conclusion of a contract based on these OWZ become invalid.

2. Conclusion of and Modifications to the Contract

- 2.1 Any contractual provisions inconsistent with OWZ shall be made in writing, otherwise they are null and void. Orders, contracts and order releases as well as modifications and supplements thereto must be placed and made in writing.
- 2.2 Oral agreements of any kind – including those modifying these OWZ – must be confirmed by the Ordering Entity in writing to become effective.
- 2.3 The written form requirement is also deemed complied with if communications are sent by telefax, remote data transmission or email.
- 2.4 Unless agreed otherwise, the remuneration or price is fixed and does not change in the period of being bound by the contract even if they are specified as estimates. The remuneration is always a lump sum.
- 2.5 The Ordering Entity is entitled to cancel the order if the supplier does not accept the order within two weeks of receipt thereof.
- 2.6 Orders and order releases become binding if the supplier does not object within two working days of receipt thereof.
- 2.7 Agreements with Suppliers on Quality and Corporate Social Responsibility QAA are an integral part of the terms and conditions of purchase. The Packaging Specifications and the Logistics Manual of Robert Bosch GmbH shall apply (can be viewed in the section concerning Purchasing and Logistics at www.bosch.de).

3. Delivery

- 3.1 The agreed and binding delivery date shall be the date of the acceptance of a service or delivery of goods in compliance with DAP or DPP terms in accordance with Incoterms 2010 – after receipt in accordance with the provisions of paragraph 8.1.
- 3.2 If the Supplier is responsible for fitting or installation, the supplier shall bear all the necessary costs, including the costs of the preparation of the fitting or installation location, costs of staff, the necessary equipment and energy, travel expenses and the cost of the provision of tools and allowances. The provisions of Article 742 § of the Polish Civil Code shall not apply.
- 3.3 The provisions of statute shall apply if agreed dates are not met. If the Supplier anticipates difficulties related to manufacturing, deliveries of materials from sub-suppliers, meeting the delivery date or similar circumstances which may prevent the supplier from completing the delivery in timely manner or delivering the agreed quality, the supplier must immediately notify the Ordering Entity thereof.
- 3.4 Unconditional acceptance of the delayed delivery or services does not constitute a waiver of the Ordering Entity's claims to which the Ordering Entity is entitled due to a delayed delivery or service. This applies in particular to the right to withhold the payment of amounts due for the given delivery or service.
- 3.5 As a rule, partial deliveries are not allowed and must be agreed with the Ordering Entity beforehand.
- 3.6 It shall be assumed that the delivery has been completed in the scope determined by the Ordering Entity during the acceptance. This applies in particular to weight, volume, number, quantity and dimensions.
- 3.7 Each time in the case of deliveries which may be related to intellectual property rights, especially software deliveries, the Supplier shall grant a worldwide and perpetual license, unless agreed otherwise in supplementary Terms and Conditions of the Purchase for Software. The license shall be each time granted in a scope necessary to use the subject of the delivery for purposes

intended by the Ordering Entity, but not exceeding a permission for the multiplication, download and operation of software. The Ordering Entity may grant a sublicense and transfer it in particular to entities with direct or indirect equity relationships with the Ordering Entity.

- 3.8 The Ordering Entity may each time use the documentation or make a reasonable number of backup copies in this scope.
- 3.9 "The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH" shall apply (can be viewed in the section concerning Purchasing and Logistics at www.bosch.de).
4. **Force Majeure**
 - 4.1 The Ordering Entity shall not be liable for the performance of its obligations, in particular for the timely acceptance of a delivery, in the event of force majeure understood as an event which was at least difficult to predict and whose consequences were difficult to have been prevented, such as acts of God, operational disturbances, unrest and governmental measures. An event is not a force majeure event if it occurred completely or mainly through the fault of the Ordering Entity. The Ordering Entity may withdraw from the entire contract or its part during a force majeure event or within two weeks after it has ended. In the case of the Ordering Entity's delay caused by force majeure the dates for the provision of the Supplier's services may not move by more than the duration of the Ordering entity's delay.
 - 4.2 The provisions of paragraph 4.1 above also apply in the case of labor disputes.
5. **Advice of Dispatch and Invoice**

Detailed information included in orders and the delivery order for the given release under the order shall apply. An invoice showing the number and other allocation references is to be sent in one copy to the respective address or e-mail address; the invoice must not be enclosed with the shipments.
6. **Pricing and Passing of Risk**

Unless otherwise agreed, the prices are DAP (Incoterms 2010). The set price includes packaging. Value added tax (VAT) is not included. The risk of an accidental loss or damage passes to the Ordering Entity after the completion of the delivery to the agreed location.
7. **Payment Terms**

Unless otherwise agreed, the invoice shall be paid either within 20 days subject to deduction of a 3% discount or within 30 days without any discount. The payment deadline starts after the completion of a delivery or unqualified acceptance of a service and the delivery of a correct invoice.
8. **Notification of Defects**
 - 8.1 The acceptance after the delivery is conducted only to establish whether there is any obvious damage, in particular transport damage, and discrepancies in terms of the identity or quantity of the delivery. The lack of reservations on the part of the Ordering Entity does not release the Supplier from any liability.
 - 8.2 The Ordering Entity shall inform the Supplier of any defects found.
 - 8.3 The supplier waives the objection to delayed notification of defects.
9. **Claims Based on Defects**
 - 9.1 In every separate case the Supplier's liability for the quality of the delivery is not higher than specified in guarantee and statutory warranty provisions.
 - 9.2 The Ordering Entity has the right to select the performance under the guarantee and statutory warranty. The Supplier shall be absolutely bound by this choice. In particular, regardless of the provisions of relevant provisions, the Supplier may not carry out substitute performance.
 - 9.3 If the Supplier does not start removing the defect immediately after the notice, does not immediately remove the defect or does not deliver the item free of defects, the Ordering Entity may perform these obligations instead of the Supplier's at the Supplier's cost.
 - 9.4 In the case of legal defects the Supplier shall hold the Ordering Entity harmless from any third party claims or shall pay the Ordering Entity all costs of the defense of the Ordering Entity's rights, damages and other similar amounts due awarded in a judgement or settlement, also before they are incurred by the Ordering Entity.
 - 9.5 The period for reporting quality defects is 3 years, but quality liability expires no sooner than 30 days after the end of the relevant period of the Ordering Entity's liability toward third parties if the subject of the delivery is used as part as part of services performed by the Ordering Entity for a third party.
 - 9.6 If rights related to the Supplier's quality liability are exercised, the period of the statutory warranty and guarantee commences anew.
 - 9.7 In every case in which Ordering Entity incurs expenses in connection with irregularities in the delivery, even if these irregularities are not defects, in particular transport, carriage, labor costs, assembly and disassembly costs, costs of material or costs

- of incoming goods control, such costs shall be borne by the supplier.
- 9.8 The Supplier is accountable for the actions and omissions of its sub-suppliers as it is for its own actions and omissions.
- 10. Product Liability and Recall**
- 10.1 In the event a product liability claim is asserted against the Ordering Entity on any legal grounds, the Supplier, to the greatest possible extent, shall hold the Ordering Entity harmless from such claims and shall repair the damage, including in the scope of damages awarded or established in a settlement, compensation and costs of the defense of the Ordering Entity's rights, unless the liability arises from the sole fault of the Ordering Entity or a third party for whom the Supplier is not responsible.
- 10.2 In the cases of paragraph 10.1 above, the Supplier assumes all costs and expenses, including the costs of any legal action.
- 10.3 In all other respects the provisions of statute shall apply.
- 10.4 In the case of the need, justified for any reason, to recall the goods, related to the Supplier's services or goods, the Ordering Entity shall notify the Supplier beforehand, shall cooperate with the Supplier and shall commence negotiations in order to establish the rules of the recall of the goods, unless immediate action on the part of the Supplier is justified. The Supplier shall bear costs of the recall indicated above unless they have arisen through the sole fault of the Ordering Entity.
- 11. Rights of Withdrawal and Termination**
- 11.1 Subject to other rights of the Ordering Entity provided for in relevant regulations, the Ordering Entity may in particular withdraw from the contract in whole or in part in the case of a risk, deemed at least significant by the Ordering Entity, of deterioration of the Supplier's financial position, which could jeopardise the completion of all of the Supplier's obligations.
- 11.2 In the scope indicated in paragraph 11.1, the Ordering Entity may also withdraw from the contract in the event of:
- the Supplier's insolvency,
 - cessation of its payments,
 - overindebtedness of the supplier,
 - if the Supplier's application to initiate bankruptcy proceedings had been dismissed due to the lack of funds to cover the costs of the proceedings.
- 11.3 Provisions of paragraphs 11.1 and 11.2 apply accordingly to the Ordering Entity's right to immediately terminate the contract with the Supplier. Provisions concerning the order apply accordingly in the event of a withdrawal without a valid reason. However, the Supplier's claims shall be limited to the reimbursement of costs which were necessary to complete the delivery on time until the withdrawal.
- 11.4 A partial completion of the Supplier's performance is irrelevant to the Ordering Entity. Despite that the Ordering Entity may partially accept the completed performance and pay the corresponding part of the Supplier's remuneration.
- 11.5 In the event of termination or withdrawal from the contract the Supplier shall cover all the related expenses of the Ordering Entity and shall repair the damage unless it has arisen through the sole fault of the Ordering Entity or a third party for whom the Supplier is not responsible.
- 11.6 Statutory rights and claims shall not be limited by regulations included in this section.
- 12. Works performance**
- If any works are performed on the premises of the Ordering Entity's company or third parties, the Supplier shall guarantee that people the Supplier uses to perform contractual obligations will comply with all rules, OHS and fire safety regulations and other internal regulations of the Ordering Entity. The foregoing does not bind the Supplier if getting familiar with these regulations had been impossible. The Ordering Entity shall not bear the consequences of accidents of people indicated above unless an accident had been caused solely by the Ordering Entity's deliberate action or gross negligence.
- 13. Provision of Materials**
- Materials, parts, containers and special packaging provided by the Ordering Entity against payment or free of charge remain the Ordering Entity's property (hereinafter "Materials"). These may only be used as designated. The Materials shall be processed and installed only for the Ordering Entity. The Ordering Entity is a co-owner of items manufactured from the Materials, in proportion to their value in relation to value of the whole product. Such products shall be kept safe by the Supplier for the Ordering Entity to this extent. The co-ownership shall continue at least until the Supplier has settled all claims. The Supplier has the right to on-sell the products manufactured using the Materials in the normal course of business subject to reservation of title. The supplier assigns to the Ordering Entity in full all of the claims and ancillary rights accruing to the Supplier from such sale. The Supplier may collect performance carried out in the completion of the assigned receivables. The Ordering Entity may immediately revoke this right by submitting a unilateral statement, especially if the Supplier fails to duly perform its obligations, is in default of payment, stops making its payments, or if, in the Ordering Entity's opinion, there is at least a risk of deterioration of the Supplier's asset position.
- 14. Documentation and Confidentiality**
- 14.1 The Supplier shall keep confidential with respect to third parties all information made available by the Ordering Entity or concerning the Ordering Entity, its clients, contracting partners and affiliated companies, in particular business and technical information (including features which may be derived from objects, documents or software provided any other knowledge or experience) except for information which is public knowledge. The Supplier shall make this information available only to those employees for whom it is necessary to complete the delivery to the Ordering Entity. The Supplier guarantees that all people to whom it will make available confidential information will keep it secret. Without our prior written consent, such information must not be duplicated or used for commercial purposes other than the completion of the delivery to the Ordering Entity. All confidential information will be immediately returned or destroyed at the Ordering Entity's request in every case.
- 14.2 Products developed or created using information or documentation made available by the Ordering Entity or in connection with the completion of the delivery for the Purchaser, especially drawings, models, etc., or manufactured using tools made available by the Ordering Entity or using tools made based on tools, information or documentation indicated above may not be used by the Supplier for other purpose or offered or delivered to third parties. The foregoing shall apply accordingly to forms, including orders used by the Ordering Entity.
- 15. Export Control and Customs**
- 15.1 The Supplier shall each time inform the Ordering Entity to the greatest extent possible about any applicable (re-) export licence requirements or restrictions for the Products or items in which the Products are used in any way under domestic or foreign export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Products and shall send the following information on Products subject to licence requirements to info@boschrexroth.pl in good time prior to the first delivery:
- Bosch material number
 - Product description
 - All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN)
 - Country of origin of the Products under commercial policy
 - HS Code of the Products
 - details of a contact person to resolve any inquiries.
- 15.2 In the same scope, the Supplier shall immediately report any changes to the licence requirements applying to the Products as a result of technical changes, changes to the law or governmental determinations.
- 16. Compliance**
- 16.1 The Supplier shall not offer or grant, promote or accept any advantages, neither in its business dealings nor when dealing with governmental officials in the scope which is in breach of applicable anti-corruption regulations.
- 16.2 The supplier undertakes not to make any agreements with other companies or to agree on concerted practices with other companies aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations.
- 16.3 The supplier guarantees that it will comply with all the applicable laws governing the minimum wage and commit sub-suppliers engaged by it to the same extent. On request, the supplier shall evidence compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee, the Supplier shall hold the Ordering Entity harmless from all third party claims and is obliged to reimburse any fines.
- 16.4 The supplier shall comply with all the respective statutory provisions governing the treatment of employees, environmental protection and safety at work and shall work on reducing the adverse effects of human activities on the environment. In this respect the Supplier should introduce and develop an environment management system compliant with ISO 14001 within the realms of its possibilities. Further, the Supplier shall comply with the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed and the responsibility for the environment (www.unglobalcompact.org).

- 16.5 In the event of a suspected violation of the obligations under paragraphs 16.1 to 16.4, the Supplier must investigate any possible violations without undue delay and inform the Ordering Entity of the investigation measures taken. If the suspicion proves to be justified, the Supplier must inform the Ordering Entity within a reasonable period of time of the measures that it has taken internally in order to prevent such violations in future. If the Supplier fails to comply with these obligations within a reasonable period of time, the Ordering Entity may withdraw from the contract with the Supplier or terminate it with immediate effect.
- 16.6 In the event of severe violations of the law by the supplier and in the event of violations of the provisions of paragraphs 16.1 to 16.4, the Ordering Entity may withdraw from the contract with the Supplier or terminate it with immediate effect.
- 17. Place of Performance**
- 17.1 The place of performance is the place to which the goods are to be delivered in accordance with the contract or where the service is to be rendered.
- 18. Miscellaneous**
- 18.1 If one of the provisions of these OWZ and of agreements reached should be or become ineffective, this shall not affect the validity of other provisions. The parties shall agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 18.2 The contractual relationships shall be governed exclusively by Polish law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). The Supplier waives the right of set-off and the right indicated in art. 488 §2, 490 1 and 552 of the Polish Civil Code.
- 18.3 The Supplier may transfer an amount due from the Ordering Entity to a third party only with a prior written consent of the Ordering Entity.
- 18.4 The parties shall any submit any disputes for resolution by a court with jurisdiction for the capital city of Warsaw.

