

# General Terms and Conditions of Deliveries and Services of Bosch Rexroth Sales SRL



Version June 2023

The Terms and Conditions set out below (hereinafter: "T&C") apply to deliveries and services provided to the customer (hereinafter: "CUSTOMER") for a consideration by Bosch Rexroth Sales SRL, 515400 Blaj, 2 Aurel Vlaicu Street, Alba County, Romania, J1/1155/22.08.2017, fiscal code RO 38122226 (hereinafter: "BOSCH REXROTH" or "the Seller"). If Software is provided via a Software-Licence Management system, the "Terms and Conditions for the Registration and Use of Services of Bosch Rexroth AG" shall apply additionally. For assembly and re- pair works, the "Additional Terms and Conditions of Service for Assembly, Corrective Maintenance and Other Services Rendered by Bosch Rexroth AG" shall apply additionally. These Terms and Conditions are available on <https://www.boschrexroth.com/en/dc/legal-notice/> Any other contractual conditions, as well as any provisions or clauses derogating from these T&C do not produce legal effects, except with the prior written consent of the Seller. For assembly and maintenance operations, separate contractual service conditions are applicable in addition. These T&C are completed with the provisions of the contracts concluded by each CUSTOMER with the SELLER, including binding offers signed by the SELLER and the CUSTOMER, if they exist, including their annexes (hereinafter referred to as "Special Conditions"). The general conditions together with the special conditions constitute the contract between the SELLER and the CUSTOMER (hereinafter referred to as the "Contract"). In case of inconsistencies between the provisions of these General Conditions and those contained in the Special Conditions, the provisions of the Special Conditions shall apply, as a matter of priority. Standard business terms of the CUSTOMER shall not apply; they are hereby explicitly rejected. This applies even if, in connection with a purchase order or in other documents of the CUSTOMER, reference is made to its standard business terms and if BOSCH REXROTH does not explicitly reject them in this case.

## 1. General provisions

- 1.1. The meaning set out in the Preamble and in sec. 22 Definitions applies to the capitalized terms used in these T&C.
- 1.2. Amendments and supplements to these T&C must be made in written form.
- 1.3 The Seller's offers and cost estimates do not represent commercial commitments, unless specified as such. The offers signed or agreed in writing by the SELLER and the CUSTOMER represent commercial commitments, according to the civil code. Dimensions, dimensions of packaging, weights, reproductions, results of simulations and drawings are mandatory for execution, only if this is expressly confirmed in writing.
- 1.4. If the CUSTOMER does not accept an offer from BOSCH REXROTH within two weeks of receipt thereof, BOSCH REXROTH has the right to revoke it.
- 1.5 The items available on stock cannot be reserved and will be assigned to the first incoming valid order.
- 1.6 For small value orders not placed through the Rexroth store, handling charges may apply according to Bosch Rexroth Sales commercial policy.
- 1.7 In the event that there are differences between the prices in the order and those in the order confirmation, the prices in the order confirmation will prevail. If you the CUSTOMER does not agree with the new prices in the order confirmation, he can request the cancellation of the order within a maximum of one working day from the date of the order confirmation. In the event that the CUSTOMER does not communicate his disagreement by canceling the order, it will be considered that the CUSTOMER agrees with the new prices.
- 1.8 Order cancellation (both standard and configurable) has the "confirmed date" as reference in the order confirmation.

Within the first 2 days of placing the order, it can be canceled at no additional cost. Up to 10 days prior to delivery, the cancellation will be reviewed on a case-by-case basis and the Seller reserves the right to refuse cancellation or require a cancellation fee. Claims for cancellation less than 10 days prior to delivery will not be accepted, the goods will be delivered and invoiced completely.

- 1.9 If the CUSTOMER cancels an order with advance payment, the Seller reserves the right to retain the advance payment as cancellation penalty. In case of order cancellation, the CUSTOMER shall reimburse the Seller for all incurred costs.
- 1.10 In case of screw assemblies/ modules, please approve the drawings in 2 days of receiving them.
- 1.11 For orders with advance payment, unpaid pro-forma invoices will be canceled after 90 days from issuance and orders will only be processed after payment of the advance.

## **2. Delivery, delivery periods, default**

- 2.1. Delivery terms are binding only if the Seller has accepted them in writing. In case of doubt, the delivery terms mentioned in the order confirmation apply. The precondition for the commencement of and compliance with agreed delivery periods is the performance of CUSTOMER's obligations to collaborate, including the provision of documents, equipment, approvals, checks, that the CUSTOMER must procure, the punctual reception of the items to be supplied, compliance with the agreed payment terms, including making the agreed advance payments and/or paying any advances, opening a letter of credit / letter of bank guarantee or providing the agreed guarantee and / or payment instruments. If these preconditions are not met in a timely manner, the delivery times will be extended reasonably, taking into account these circumstances; this does not apply if BOSCH REXROTH is the sole party

responsible for the delay. In the event that - for reasons not attributable to the Seller - the goods cannot be delivered, respectively the services cannot be provided, including due to the insufficient credit limit available to the CUSTOMER from the Seller in the case of deliveries with payment term or payment delays registered by the CUSTOMER, the agreed deadlines are considered respected, even by notifying the availability of delivery.

- 2.2. Unless otherwise agreed, SOFTWARE is delivered or made available for downloading in the version named in the DOCUMENTATION. The CUSTOMER is responsible for installation of the SOFTWARE. If the SOFTWARE is provided for use on a data medium or is pre-installed on TARGET HARD-WARE, this might possibly not contain the version named in the DOCUMENTATION. The delivery obligation of BOSCH REXROTH shall be met by providing the actualization. The CUSTOMER is obliged to perform the actualization.
- 2.3. If non-compliance with the delivery periods is due to force majeure or to other disruptions for which BOSCH REXROTH is not accountable, e.g. war, terrorist attacks and acts, riots, epidemics, pandemics, natural disasters, extreme natural phenomena, labor conflicts, import and export restrictions, limitations in energy supply, governmental measures or official directives, including those affecting sub-suppliers, the agreed delivery periods shall be extended accordingly with the duration of the force majeure event. This also applies to industrial action affecting BOSCH REXROTH or its sub-suppliers. This includes also difficulties to procure raw material as well as inadequate or delayed deliveries by suppliers due to force majeure. This clause is also valid if the force majeure occurs at a time when

the Seller is late in fulfilling his obligations.

2.4. If delivery by BOSCH REXROTH is delayed, the CUSTOMER shall, on request by BOSCH REXROTH, declare within a reasonable period of time, whether the CUSTOMER insists on delivery or whether it claims its other statutory rights pursuant to sec. 2.5, 2.6.

2.5. In the event of delayed delivery, the CUSTOMER may only revoke the contract in accordance with the statutory provisions insofar as BOSCH REXROTH is accountable for the delay, by a written notification, with a 15-day notice period. Other rights of the CUSTOMER as a result of the delay, especially to additional compensation, are excluded.

2.6. Sec. 9 shall apply for claims for damages by the CUSTOMER in the event of delayed delivery.

2.7. If the CUSTOMER is in default of acceptance or if the CUSTOMER culpably violates its other obligations to collaborate, BOSCH REXROTH has the right to demand reimbursement of the damage incurred by BOSCH REXROTH in this respect, including other additional expenditures, in an amount equal to 0.5 % of the price of the items for delivery for each month of delay commenced, but not exceeding, on aggregate, 5 % of the price of the items for delivery. The contract parties retain the right to evidence that the costs of additional expenditures were higher or lower. Further claims due to default of acceptance shall remain unaffected.

2.8. If the delivery is postponed at the CUSTOMER's request, the SELLER will be able to calculate and invoice the CUSTOMER the actual costs generated by storage or 1% of the invoice value, for each month started (subject to proof of significantly lower costs). Also, after the expiration of a period of 60 days in which the CUSTOMER has not received the goods, respectively has not signed the report of receipt of the work, the SELLER has the right to terminate this contract, under the conditions and with the effects provided for in section 11. Costs generated to the SELLER for termination will be reimbursed to him by the CUSTOMER.

2.9 Part deliveries and corresponding invoices are admissible unless the CUSTOMER cannot be reasonably expected to accept them.

2.10. The CUSTOMER may not refuse to accept deliveries on account of insignificant defects.

### 3. Passing of risk

3.1. Delivery of the GOODS and the passing of risk are effected FCA place of dispatch of the plant supplying the GOODS (Incoterms® 2020), unless explicitly agreed otherwise. This also applies for provision of SOFTWARE per data medium or for SOFTWARE preinstalled on TARGET HARDWARE at delivery.

3.2. Alternatively, SOFTWARE is delivered and the risk passes at the election of BOSCH REXROTH either by providing the SOFTWARE per download or by transmitting the information necessary to download it.

3.3. If, at the CUSTOMER's request, the goods are shipped or the service is provided to another place, the SELLER has the right to choose the type of shipment, at the CUSTOMER's expense.

3.4. Deliveries of spare parts and returns of repaired goods are carried out - as long as they are not included in the liability for defects - in exchange for reasonable rates for shipping and packaging, in addition to the remuneration related to the Seller's performance. Apart from liability for defects, returns to the Seller as well as shipments for repair operations will, in principle, be carried out from the Seller's premises.

3.5. All risks related to the goods sold/services provided are transferred to the CUSTOMER on the date of delivery, respectively on the date of drawing up the receipt report. If the delivery is delayed for reasons not attributable to the SELLER, all the risks related to the goods delivered, as well as the services provided, are transferred to the CUSTOMER from the day of notification of the availability of delivery.

3.6. At the CUSTOMER's request and expense, BOSCH REXROTH shall insure deliveries against the customary transport risks.

#### 4. Retention of title

4.1. BOSCH REXROTH retains the title to the GOODS delivered and services rendered until all of its claims existing and still to arise under the business relationship have been settled in full.

4.2. If maintenance and service work has to be carried out on the GOODS subject to retention of title, the CUSTOMER has to conduct such work in good time at its own expense.

4.3. The CUSTOMER has the right to process or assemble the products and services purchased from the SELLER with other products and services as part of its current activity. To guarantee the Seller's rights as per art. 4.1, The Seller acquires a right of co-ownership over the goods resulting from processing or assembly, or based on the services provided by the Seller. The CUSTOMER will keep the goods over which the SELLER has a co-ownership right free of charge, as a secondary contractual obligation. The amount of the share of the Seller's co-ownership right on the resulting good is determined according to the ratio between the value of the product / service delivered by the Seller and the good / service obtained through processing or assembly at the time of incorporation.

4.4. The CUSTOMER has the right to alienate the goods / services received to third parties, in exchange for payment in cash or by bank transfer subject to retention of ownership title, within the current commercial activity. The CUSTOMER assigns to the SELLER from the date of conclusion of this contract all the receivables and accessory rights that accrue to him from the alienation of the goods or services. If products or services belonging to the Seller are resold together with other goods or services, the receivable amount corresponding to the price of the Seller's product / service will be assigned. The assigned receivables act as a guarantee for the claims of BOSCH REXROTH SALES according to the provisions of art. 4.1. The CUSTOMER has the right to collect the assigned receivables, as long as he fulfilled his obligations to the SELLER

on time. The rights provided in this paragraph may be revoked if the CUSTOMER does not fulfill his obligations towards the SELLER properly and on time. These rights also cease without being expressly revoked, if the CUSTOMER stops or delays payments for a period longer than 30 days. At the request of the SELLER, the CUSTOMER will communicate to the SELLER without delay, in writing, to whom it has sold the GOODS or products that are owned or jointly-owned by BOSCH REXROTH and of the receivables to which the CUSTOMER is entitled from such resale. The CUSTOMER shall inform the respective debtors of the assignment and issue to BOSCH REXROTH, at its own expense, publicly-certified deeds relating to the assignment of the receivables.

4.5. The CUSTOMER is not entitled to make any other dispositions of the GOODS or products owned or jointly-owned by BOSCH REXROTH or with respect to the receivables assigned to BOSCH REXROTH. The CUSTOMER does not have the right to encumber the goods purchased from the SELLER, except with the prior written consent of the SELLER. The CUSTOMER will bear all the costs necessary to stop the access of third parties to the goods owned by the Seller or to those constituted as a guarantee in his favor and to recover the goods, to the extent that their consideration cannot be collected by the Seller directly from third parties.

4.6. In the cases described at art. 6.5 or in the event of another breach of the CUSTOMER's contractual obligations, the SELLER has the right to claim the goods in the CUSTOMER's possession, subject to ownership or co-ownership of the SELLER, and to immediately retake possession of them at the price at which they were sold to the CUSTOMER, regardless if they are in the possession of the CUSTOMER or a third party and regardless of whether they have been paid or not, until the full settlement of all payment obligations of the CUSTOMER towards the SELLER is achieved (including interest, penalties, costs generated by the termination of the Contract and the re-entry of the SELLER in possession

of goods delivered and unpaid by the CUSTOMER or recovery by other means of unpaid amounts). If the Seller's products have been incorporated into other products, the CUSTOMER will allow the Seller to recover them from the assembled product. In the event that the products are damaged, the SELLER reserves the right to reduce the takeover value of the goods compared to the value at which he sold them to the CUSTOMER. The value of the credit note issued by the SELLER for the goods taken from the CUSTOMER, will be used to offset the value of the outstanding invoices, regardless of their maturity date before the notification sent by the SELLER, according to art. 6.5, starting with the invoices with the oldest due date.

4.7. At the express request of the Seller, in the situations described at art. 4.6, the CUSTOMER undertakes to provide, within a maximum of 2 working days, a list of all the products / services existing in stock at the date of request and with the buyers to whom he sold the products / services owned or co-owned by BOSCH REXROTH that he did not still collect, as well as the share of the receivables due to him following such a resale. Also, the CUSTOMER undertakes to allow the legal or conventional representatives of the SELLER access to its premises to draw up this inventory and take over the goods, as well as to support the SELLER in the recovery of its goods held by third parties, by informing the respective debtors about the assignment and will issue to BOSCH REXROTH SALES, at its own expense, title deeds registered with the competent authorities regarding the assignment of receivables. The possibility of taking over the sold goods does not in any way affect the right of the SELLER to dispose of any other legal means for the recovery of the sums owed by the CLIENT, until they are paid in full.

4.8 The CUSTOMER shall inform BOSCH REXROTH without undue delay of attachments of or other impairments to the rights to the GOODS or products / services partly or fully owned by BOSCH REXROTH and/or to the corresponding receivables. The CUSTOMER shall bear all the costs which have to be expended to cancel such third-party attachment of property items, especially resulting from the provisions of this sec. 4 to which BOSCH REXROTH has retained title or which it holds as security and to replace

them if they cannot be collected from third parties.

4.9. If the value of the security held by BOSCH REXROTH exceeds the receivables by more than 10 % on aggregate, BOSCH REXROTH shall re-lease security to this extent at the discretion of BOSCH REXROTH.

4.10. The granting by the Seller of a possible postponement of payment or the acceptance of a payment instrument will not be interpreted as a waiver of his rights according to art. 4.1-4.9.

## 5. Prices

5.1. The remuneration set out in a separate document (accepted offer) or otherwise set out in the price list of BOSCH REXROTH valid at the time of delivery, plus the statutory amount of Value Added Tax and other statutory indirect taxes, is due for payment of the PRODUCT / services.

5.2. Value-added tax may not be charged only in those cases where the prerequisites of a tax exemption are met. For deliveries to EU-member states the following shall apply: CUSTOMER shall without delay contribute to the proof of delivery. In particular, BOSCH REXROTH may demand a receipt of delivery including date and signature. This receipt shall demonstrate at least name and address of the PRODUCT recipient, quantity and usual commercial description of the GOODS, place and date of receipt of the PRODUCT. Additionally, CUSTOMER shall provide its value added tax identification number. If the respective verification is not given, no VAT exemption for the supplies can be granted. If the CUSTOMER does not meet its obligations, it shall reimburse the resulting VAT and any additional charges imposed on BOSCH REXROTH by the respective authorities.

5.3. In the absence of a separate agreement, the prices are FCA place of dispatch of the plant supplying the GOODS (Incoterms® 2020). The prices do not include the cost of packaging, transport, insurance, assembly and commissioning

or VAT. If the CUSTOMER demands the taking back of packaging, a separate fee will be charged. Irrespective of an individual delivery term, place of return of the packaging will be the place of dispatch of the plant supplying the GOODS.

- 5.4. BOSCH REXROTH reserves the right to change the prices appropriately in the event of current cost increases after the contract is concluded, especially due to changes in wage costs, e.g. due to collective bargaining agreements, or changes to the price of materials, which were not foreseeable for costing, insofar as BOSCH REXROTH is not accountable for the cause thereof. These shall be evidenced to the CUSTOMER on request.
- 5.5. Insofar as deliveries of spare parts and return deliveries of repaired GOODS are not covered by liability for defects as to quality in accordance with sec. 8, a reasonable flat rate shall be charged for postage and packaging in addition to the remuneration for the service rendered by BOSCH REXROTH.

## 6. Payment terms

- 6.1. Unless otherwise agreed in writing, all the invoices of BOSCH REXROTH shall be paid in advance, without any deductions being made, by means of cashless remittance to a bank account indicated by BOSCH REXROTH.
- 6.2. BOSCH REXROTH has the right to credit payments against the oldest outstanding account receivable.
- 6.3. If the time limit for payments is exceeded, BOSCH REXROTH has the right to charge default interest in an amount of nine percentage points above the monetary policy interest rate of the National Bank of Romania plus a lump sum for costs in an amount of 40 Euros. The right to claim further damage is reserved.
- 6.4. If the CUSTOMER is in default of payment, BOSCH REXROTH has the right to demand immediate payment of all accounts

receivable under the business relationship. Further, BOSCH REXROTH then also has the right to perform outstanding deliveries only in return for advance payment or provision of security. This right is not excluded by deferral of payment.

- 6.5. If the CUSTOMER's financial situation deteriorates significantly or his payment behavior is deficient (for example, but not limited to the CUSTOMER's entry into the Payment Incident Central (CIP), the registration of arrears to the state budget, the registration of payment orders by certain creditors against the CUSTOMER, the registration of delays of more than 30 days in the payment of claims against the Seller), as well as in any other situation that indicates the existence of a high risk of non-collection of claims or significant delay in payment, the Seller reserves the right to cancel the credit limit granted to the CUSTOMER and to request payment in advance for new orders, as well as the immediate payment of outstanding invoices, even those not due, as a result of the cancellation of the commercial credit limit granted to the CUSTOMER, through a written notification addressed to the CUSTOMER in this regard. From the date of notification, the CUSTOMER no longer has the right to dispose of the goods / services purchased from the SELLER or the receivables assigned to BOSCH REXROTH according to art. 4.4, until the complete extinguishment of all payment obligations of the CUSTOMER towards the SELLER. In the event that the CUSTOMER does not confirm the payment of outstanding invoices within a term considered acceptable by the SELLER, the SELLER has the right to immediately regain possession of his goods, held by the CUSTOMER, according to art. 4.6, the CUSTOMER declaring that he understands that the act of not handing over or hiding the goods / services purchased from the Seller may fall under criminal charges, and in these cases, the Seller has the right to address the appropriate public authorities in order to recover them.

6.6. The CUSTOMER only has the right to offset counterclaims and withhold payments insofar as counterclaims are undisputed or legally binding.

## 7. Complaints and notifications of defects

7.1. Complaints shall be notified by the CUSTOMER in writing without undue delay, no later than 15 days after delivery of the PRODUCT. Other defects shall be notified by the CUSTOMER in writing without undue delay after discovery thereof. The authoritative date is always the date of receipt of the complaint notice by BOSCH REXROTH. The complaint notice shall contain a description of the defect and/or, in the case of SOFTWARE, the time when the defect occurred and the detailed circumstances. Claims on account of defects are excluded if the defect is not notified in good time.

7.2. If the notification of a defect is unjustified, BOSCH REXROTH has the right to demand that the CUSTOMER reimburse the expenditures incurred by BOSCH REXROTH unless the CUSTOMER demonstrates that it was not at fault with regard to the unjustified defect notification.

## 8. Defects as to quality/defects of title

8.1. Only the description of the PRODUCT provided by BOSCH REXROTH prior to conclusion of the contract or agreed in a separate document (e.g. in the DOCUMENTATION or catalogue) is decisive for the quality of the PRODUCT. This shall especially encompass its IT-security features. The details contained therein shall solely be understood as performance specifications and not as guarantees. A guarantee is only given if it has been explicitly designated as such by BOSCH REXROTH in writing prior to conclusion of the contract. No further quality is owed, and, in particular, nor does it ensue from public statements or advertising by distribution partners of BOSCH REXROTH. BOSCH REXROTH is not obliged to provide any services which go beyond the liability for defects.

8.2. Claims for defects as to quality become statute-barred in twelve months. This does not apply if longer limitation periods are stipulated by law pursuant to Romanian Civil Code.

8.3. The limitation period for defects as to quality commences:

- i. for PRODUCTS for motor vehicle and motor equipment: at the time when the PRODUCTS

are brought into use, i.e. in the event of original equipment, when first registered, in the other cases, when installed, however no later than six months after delivery of the PRODUCT (passing of risk);

- ii. in all other cases: upon delivery (passing of risk).

8.4. If a defect as to quality occurs during the limitation period, BOSCH REXROTH can cure the defect at its own discretion by remedying the defect or supplying a defect-free PRODUCT. A defect in SOFTWARE can be remedied at the discretion of BOSCH REXROTH by means of update/patch/bug-fix/upgrade or by indicating a workaround; the latter only insofar as this is reasonably acceptable for the CUSTOMER, taking account of the effects of the defect and the circumstances of the work-around solution indicated. Sec. 2.2 shall apply mutatis mutandis.

8.5. If so required by BOSCH REXROTH, the objected GOODS shall be sent for repair to BOSCH REXROTH or to the closest customer service <https://www.boschrexroth.com/en/xc/service-vice/service> unit recognized by BOSCH REXROTH for the respective product area. The costs related to the cheapest one-way/return shipment to/from the CLIENT's delivery address in the country, agreed for the initial delivery, will be borne by the SELLER, to the extent that the complaint proves to be well-founded. Defects are rectified by replacing or repairing defective products at the Seller's premises or at service centers recognized by him. Repairs at the place where the product is located are carried out only exceptionally, based on special agreements, according to the Seller's valid service conditions.

8.6. In the event of cure, the limitation period shall recommence with respect to the cured part, according to article 22 from Law no. 449/2003 regarding products

sales and associated warranties. These claims for defects shall become statute-barred no later than after expiry of twice the limitation period, starting from the date of first delivery of the PRODUCT.

- 8.7. If the cure should fail, the CUSTOMER can, irrespective of any claims for DAMAGES in accordance with statutory provisions, revoke the contract or reduce the remuneration. Other rights based on the warranty for defects - especially contractual or extra-contractual compensation claims - are excluded.
- 8.8. If the complaint proves to be unfounded, the CUSTOMER undertakes to bear or reimburse the SELLER all related expenses.
- 8.9. Claims by the CUSTOMER based on the expenditures necessary for the purpose of the cure, in particular costs of transport, transportation, labor and materials, are determined by the statutory provisions. They are excluded, however, insofar as the expenditures are increased because the PRODUCT is retrospectively moved to a location different from the original place of performance. The expenditures necessary for cure shall be borne by BOSCH REXROTH to a degree which is in reasonable proportion to the value of the thing in defect-free condition, to the significance of the defect and/or to the possibility of obtaining a cure in a different manner; costs in excess of this shall be borne by the CUSTOMER.
- 8.10. There are no claims for cure in the event of an only insignificant deviation from the agreed quality or in the event of only insignificantly impaired usability. Further rights remain unaffected by this.
- 8.11. The following do not constitute defects as to quality:
- i. Natural wear and tear;
  - ii. Qualities of the PRODUCT or damage caused to or by the PRODUCT after the passing of risk as a result of improper packing, handling, storage, installation, utilization, or non-compliance with installation and handling regulations, or excessive strain or use, or unsuitable operating resources, commissioning or maintenance by CUSTOMER or third parties;
  - iii. Qualities of the PRODUCT or damage caused to or by the PRODUCT by force majeure, particular external influences not foreseen under the contract, or due to the use of the PRODUCT outside the use foreseen under the contract or customary use, and, in the case of SOFTWARE, by virus contamination;
  - iv. Changes to the PRODUCT or repairs done by the CUSTOMER or other third parties, unless the defect is not in causal connection with the change; the SELLER's warranty obligation ceases if the CUSTOMER or a third party intervenes on the product or modifies it in any way or installs components of foreign origin - unless the defect is not causally related to the modifications. In particular, the Seller is not responsible for changes in the condition or operating mode of its products, due to improper storage or inadequate means of production, as well as climatic or other influences. The warranty does not cover defects resulting from construction errors or the choice of inappropriate materials, if the CUSTOMER requested that construction or those materials, despite the Seller's warnings. The SELLER assumes no responsibility for parts or components provided by the CLIENT or third parties.
  - v. Faults in the SOFTWARE caused by application errors by the CUSTOMER and which could have been avoided had the DOCUMENTATION been consulted carefully; application errors are also deemed to be inexistent or inadequate back-up measures pursuant to sec. 20.7 which would have avoided loss of data;
  - vi. Errors which are based on the SOFTWARE being used in an operating environment other than approved by BOSCH REXROTH or due to faults in the TARGET HARDWARE, the operating system or the software of other manufacturers.
- 8.12. BOSCH REXROTH is not liable for the quality of the PRODUCT



which is based on the design or choice of material, if the design or the material was stipulated by the CUSTOMER.

8.13. With respect to SOFTWARE which the CUSTOMER or a third party expanded or changed via an interface intended for this by BOSCH REXROTH, BOSCH REXROTH is only liable for the defects occurring up to the interface. The CUSTOMER shall indemnify BOSCH REXROTH in this respect from any claim raised by third parties, regardless of the statutory basis for the claim.

8.14. Unless agreed otherwise, it is the CUSTOMER's responsibility to, by choosing adequate technical and/or organizational measures, ensure the IT-security of its systems when integrating or using the PRODUCT taking into consideration the technical nature of the PRODUCT. This applies in particular

when the CUSTOMER is an operator of a critical infrastructure.

8.15. The CUSTOMER shall only have statutory recourse claims against BOSCH REXROTH to the extent that the CUSTOMER has not reached any agreements or agreed on goodwill regulations with its customers exceeding the statutory claims for defects.

8.16. The CUSTOMER shall provide BOSCH REXROTH, or a third party obligated to perform the warranty, with the time and opportunity necessary to execute the warranty work. The CUSTOMER only has the right to conduct such work itself if BOSCH REXROTH gives its consent, except in the cases provided by legislation in force. The expenses necessary to remove the defects will be borne by the Seller to a reasonable extent, proportional to the value of an identical product, but free of defects, with the severity of the defect and/or the possibility of obtaining the remedy in another way; any other additional costs will be borne by the CUSTOMER.

8.17. The liability of BOSCH REXROTH to compensate for DAMAGES due to defects as to quality is further governed by sec. 9. Further claims by the CUSTOMER or claims of the CUSTOMER based on defects as to

quality other than those covered by this sec. 8 are excluded.

8.18. The provisions of this sec. 8 shall apply accordingly to defects of title which are not based on an infringement of third-party rights pursuant to sec. 10.

## 9. Claims for DAMAGES

9.1. BOSCH REXROTH shall be liable for DAMAGES based on a violation of contractual or non-contractual obligations only

i. in the event of intent (intentie) or gross negligence (neglijenta grava).

ii. in the event of a negligent or intentional injury to life or limb or health;

iii. on account of provision of a guarantee of quality or durability;

iv. in the event of a culpable violation of material contractual obligations; such contractual obligations shall be deemed material which, when performed, enable the proper execution of the contract altogether and which the CUSTOMER may regularly rely on compliance with;

v. on account of mandatory liability pursuant to the Law no. 240/2004 regarding producers' liability for damages caused by defective products); or vi. on account of other mandatory liability.

9.2. The liability for DAMAGES of sec. 9.1 iv by a violation through simple negligence shall be limited to the amount of damage typical of the contract and foreseeable at

the time when the contract was concluded. This applies accordingly for DAMAGES caused by persons engaged in the performance of an obligation of BOSCH REXROTH by simple negligence. The amount of DAMAGES typical of the contract and foreseeable, based on violations of obligations by BOSCH REXROTH, corresponds to the amount of the

- remuneration paid by the CUSTOMER, but not, however, exceeding EUR 100,000.
- 9.3. In case of SOFTWARE, BOSCH REXROTH shall not be liable in particular for DAMAGES incurred by the CUSTOMER due to a failure to back-up data in accordance with sec. 20.7 or due to incorrect operation or to usage not in compliance with the designated purpose.
- 9.4. The SELLER is exempted from any liability towards the CUSTOMER in cases of force majeure and fortuitous events, such as: natural disasters, conflict situations, states of necessity and war, government measures, in the sense of the modification of some commercial agreements, the termination of some international agreements, bankruptcy of suppliers, etc., these not being able to justify compensation claims from the CUSTOMER.
- 9.5 Any liability for DAMAGES beyond that provided for in sec. 9 is excluded – regardless of the legal nature of the claim established.
- 9.6. Insofar as the liability for DAMAGES by BOSCH REXROTH is excluded or reduced, this also applies to the personal liability for DAMAGES of the employees, representatives and of persons engaged in performance of an obligation.
- 10. Property rights and copyrights**
- 10.1. The seller reserves intellectual property rights and copyright on price calculations, information, drawings and other documents.
- 10.2 BOSCH REXROTH shall be liable for claims resulting from an infringement of PROPERTY RIGHTS, if at least one PROPERTY RIGHT from the property rights family has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.
- 10.3. The preconditions of a liability according to sec. 10.2 are that
- i. the PROPERTY RIGHT is not or was not owned by the CUSTOMER or by an affiliated company (as defined in chapter III, article 7, paragraph 26 from Romanian Fiscal Code) and
  - ii. the CUSTOMER is not accountable for the infringement of PROPERTY RIGHTS.
- 10.4. Claims by the CUSTOMER are excluded if the PRODUCT was produced in accordance with the specifications or instructions of the CUSTOMER or if the (alleged) infringement of the PROPERTY RIGHT derives from use in interaction with another product not originating from BOSCH REXROTH or if the PRODUCT is used in a way which was not foreseeable for BOSCH REXROTH.
- 10.5. The claims against BOSCH REXROTH under this sec. 10 are subject to the condition that the CUSTOMER:
- i. informs BOSCH REXROTH without undue delay of the third-party claims raised,
  - ii. provides BOSCH REXROTH with a copy of all respective correspondence with the claimant and courts without undue delay after receipt thereof,
  - iii. provides BOSCH REXROTH with the information required to defend against the claim,
  - iv. on request of BOSCH REXROTH, confers to BOSCH REXROTH the exclusive right to steer the conduct of the legal action by the CUSTOMER and the right to make the final decision on reaching any judicial or out-of-court settlements and
  - v. supports BOSCH REXROTH to an appropriate degree in averting third-party claims.
- 10.6. If the CUSTOMER is ordered to cease the use of the PRODUCT or of a part thereof either by a final and absolute court judgment or if a preliminary injunction is served on the CUSTOMER, then in order to remedy the rights' infringement BOSCH REXROTH shall, at its discretion, either obtain for the CUSTOMER the right to continue to use the PRODUCT, or replace or modify the PRODUCT whilst upholding the agreed

functionalities. If the aforementioned alternatives cannot be realized by BOSCH REXROTH subject to reasonable conditions, both parties have the right to revoke the contract. Insofar as can be reasonably expected of the CUSTOMER, the revocation shall only be to the extent required to rectify the infringement of rights. BOSCH REXROTH reserves the right to take any of the measures provided by this sec. 10.6, if the infringement of PROPERTY RIGHTS is not finally asserted or acknowledged by BOSCH REXROTH.

10.7. The obligation of BOSCH REXROTH to pay DAMAGES in the event of an infringement of PROPERTY RIGHTS is otherwise governed by sec. 9.

10.8. Secs. 8.2, 8.3 and 8.6 shall apply accordingly to the statute of limitation of claims based on an infringement of PROPERTY RIGHTS.

10.9. Further and other claims than those regulated in this sec. 10 by the CUSTOMER based on infringements of third party PROPERTY RIGHTS are excluded.

## 11. Revocation

11.1. In the event of breach of contract by the CUSTOMER, in particular in the event of default of payment, BOSCH REXROTH has the right, notwithstanding its other contractual and statutory rights, to revoke the contract after expiration of the grace period communicated to the CUSTOMER, unilaterally, without the need for delay and/or the fulfillment of any other judicial or extrajudicial formality, by the simple transmission by the Seller of a notice of termination (this represents an express commissary pact according to art. 1553 of the Romanian Civil Code).

11.2. BOSCH REXROTH has the right to revoke the contract without setting an additional a grace period if:

- i. the CUSTOMER has ceased its payments;
- ii. there is or threatens to be a significant deterioration in the financial circumstances of the CUSTOMER and, as a result, performance of

a payment obligation to BOSCH REXROTH is jeopardized;

- iii. the CUSTOMER has applied for insolvency proceedings or comparable debt settlement proceedings to be opened with respect to its assets; or
- iv. the CUSTOMER meets the criteria of insolvency or over-indebtedness.

11.3. After BOSCH REXROTH declares the revocation of the contract, the CUSTOMER shall permit BOSCH REXROTH or an agent of BOSCH REXROTH to access the GOODS subject to retention of title in maximum 2 working days and shall surrender them. After corresponding notification given in good time, BOSCH REXROTH may otherwise realize the GOODS subject to retention of title pursuant to sec. 4 to satisfy the receivables of BOSCH REXROTH due from the CUSTOMER.

11.4. The CUSTOMER shall erase all data media, copies of the SOFTWARE, including the back-up copies pursuant to sec. 19.2, and the DOCUMENTATION provided for use, or destroy these and confirm this in writing to BOSCH REXROTH on request. The same shall apply in the event of a subsequent supply pursuant to sec. 8.4.

11.5. Statutory rights and claims are not restricted by the provisions contained in this sec. 11.

11.6. In all the above cases, by signing the Contract, the CUSTOMER waives the right to claim and obtain compensation as well as the right to invoke compensation against the SELLER, regardless of the reasons invoked.

## 12. Export control

12.1. Deliveries of goods and provision of services (fulfillment of the contract) will be made only subject to the fact that their fulfillment complies with national and international

export control provisions and does not violate any embargo or other sanctions.

- 12.2 If, prior to delivery, it should transpire that contractual performance by BOSCH REXROTH has become impossible or been rendered difficult due to national or international export control regulations, in particular embargos or other sanctions, BOSCH REXROTH has the right to revoke the contract without setting a grace period.
- 12.3. The delivery period is suspended in the event of delays due to export examinations or approval processes unless BOSCH REXROTH is accountable for this.
- 12.4. The CUSTOMER undertakes to furnish all the information and documents required for the delivery purpose, for the export or movement of the PRODUCTS to be supplied in accordance with the contract, unless this lies in the sphere of influence of BOSCH REXROTH.
- 12.5. In the event of revocation pursuant to sec. 12.1, the CUSTOMER's right to claim compensation or to claim further their rights on account of the revocation is excluded.
- 12.6. When the PRODUCTS supplied by BOSCH REXROTH (including technology and the corresponding documents, irrespective of the manner in which they are made available) and works and services rendered by BOSCH REXROTH (including technical support of all kinds) are handed over, transferred or provided for use in any other way to third parties nationally or internationally, the CUSTOMER shall comply with the respectively applicable provisions of national and international (re) export control law.

**13. Confidentiality**

- 13.1. All the CONFIDENTIAL INFORMATION originating from BOSCH REXROTH shall be kept secret from third parties and may be made available only to those persons in the CUSTOMER's own operations who have a need to know the respective information for performance of the purpose of the contract and who are similarly committed to con-

fidentiality. The respective CONFIDENTIAL INFORMATION shall remain the exclusive property of BOSCH REXROTH. CONFIDENTIAL INFORMATION may not be duplicated or used commercially without the prior consent of BOSCH REXROTH in writing. Upon request of BOSCH REXROTH, all CONFIDENTIAL INFORMATION originating from BOSCH REXROTH (if applicable, inclusive of any copies or records made) and loaned items which contain CONFIDENTIAL INFORMATION shall be returned to BOSCH REXROTH or fully destroyed without undue delay.

- 13.2. The obligation to uphold secrecy pursuant to sec. 13.1 does not apply to CONFIDENTIAL INFORMATION which
  - i. were already in the lawful possession of the CUSTOMER before being handed over by BOSCH REXROTH;
  - ii. the CUSTOMER lawfully received from third parties without any secrecy obligations;
  - iii. are disclosed to third parties by BOSCH REXROTH without any conditions regarding secrecy;
  - iv. are developed by the CUSTOMER itself independently of the information received;
  - v. have to be disclosed by law; or
  - vi. are disclosed by the CUSTOMER with the prior written consent of BOSCH REXROTH.

- 13.3. BOSCH REXROTH reserves all rights to the CONFIDENTIAL INFORMATION named in sec. 13.1.

**14. Reverse Engineering**

- 14.1. Without prior consent of BOSCH REXROTH, the CUSTOMER may not undertake any observation, examination, back engineering or testing (so-called reverse engineering) of a PRODUCT provided for use by BOSCH REXROTH.

14.2. Additionally to sec. 14.1., with respect to SOFTWARE, the CUSTOMER is not entitled, subject to sec. 18.1, to process, change, reverse engineer, decompile or disassemble the program code thereof or to otherwise establish the source code or to produce works derived from the SOFTWARE. The obligatory, mandatory provisions of sections 77, 79 from Law no. 8/1996 Romanian Copyright Law shall remain unaffected by this.

## 15. Data use and data protection

15.1. BOSCH REXROTH shall have the right, insofar as is permitted by law, to store, use, transfer and/or exploit all the information contributed and created by the CUSTOMER in connection with the SOFTWARE, except for personal data, beyond the purpose of the contract for any purposes such as, for example, statistical, analytical and internal purposes. This right shall be unlimited and irrevocable.

15.2. Insofar as personal data is processed, BOSCH REXROTH complies with the statutory data protection regulations. In this case, the details relating to the data collected and the respective processing thereof are set out in the [data privacy statements of BOSCH REXROTH](https://www.boschrexroth.com/en/xc/home/privacy) (<https://www.boschrexroth.com/en/xc/home/privacy>).

## 16. Miscellaneous provisions

16.1. If a provision should be or become ineffective, the effectiveness of the remainder of the provisions shall remain unaffected hereby. In this case, the ineffective provision shall be replaced by an admissible ruling approximating most closely the economic purpose of the original, ineffective provision. This shall apply accordingly to any gaps of the T&Cs.

16.2. Disputes arising in connection with this contract will be settled amicably. If the contracting parties do not agree on an amicable solution, the disputes will be settled by the competent court.

16.2. The courts of the Seller's headquarter shall have jurisdiction and venue or, at the election of BOSCH REXROTH, the court at the registered office of the business premises carrying out the order if the CUSTOMER

- i. is a merchant, a public law legal entity or public law special fund or

- ii. does not have a general place of jurisdiction) in the Romania or

- iii. after entering into the contract, moves his or her place of residence or habitual residence from Romania or if or his or her or her or her place of residence or habitual residence is not known at the time when the legal action is brought.

16.3. BOSCH REXROTH shall also have the right to bring legal action at a court with jurisdiction at the registered office or establishment of the CUSTOMER.

16.4. Solely Romanian law shall apply to all legal relations between BOSCH REXROTH and the CUSTOMER, excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly excluded.

16.5. These T&Cs are available and binding in both, Romanian and English language. In case of discrepancies the Romanian version shall prevail.

## Additional conditions for SOFTWARE

### 17. Subject matter of the license/SOFTWARE

17.1. The description of the SOFTWARE is set out in the DOCUMENTATION which the CUSTOMER will be provided with on request before entering into the contract.

17.2. The SOFTWARE comprises, as far as feasible, the executable program code and the corresponding DOCUMENTATION in electronic form, and installation instructions unless the SOFTWARE self-installs. Subject to sec. 18.1, the source code does not form part of the subject matter of the contract.

### 18. FOSS

18.1. The SOFTWARE may contain FOSS. The CUSTOMER will be provided with an up-to-date list of the FOSS contained and the corresponding applicable FOSS license terms upon request before entering into the contract, however at

the latest, when the SOFTWARE is delivered. If the SOFTWARE contains a FOSS component, CUSTOMER's dealing with such FOSS component shall be primarily governed by the corresponding FOSS license, with which CUSTOMER obliges to comply.

18.2. BOSCH REXROTH reserves the right to, over the course of actualizations (including updates, upgrades, respectively patches or bugfixes) or a new version, introduce new or updated FOSS into the SOFTWARE. The corresponding FOSS license(s)

will be provided at the latest with the delivery of the actualization. Furthermore, sec. 18.1. shall apply accordingly.

18.3. FOSS included in the SOFTWARE has no impact on the sales price of the SOFTWARE and thus will be provided without license fee or any other monetary compensation.

18.4. Beyond the fulfillment of its own license obligations stemming from included FOSS, BOSCH REXROTH does not render any support services that serve the fulfillment of the CUSTOMER's license obligations stemming from included FOSS.

18.5. If software products are also made available from third-party providers and these are not to be regarded as FOSS, BOSCH REXROTH reserves the right to transfer them subject to the corresponding exclusive terms and conditions of the third-party provider. These software products may solely be used in connection with the PRODUCT.

## 19. Rights of use

19.1. Upon delivery of the SOFTWARE, the CUSTOMER shall be given the non-exclusive right, unlimited in time, to use the SOFTWARE in accordance with the respective LICENSE TYPE and in compliance with the specifications of the DOCUMENTATION pursuant to these T&C. The use is only permitted in the agreed countries of destination. In the absence of an explicit agreement, this is the country in which the CUSTOMER has its administrative seat.

19.2. The CUSTOMER may prepare and use back-up copies of the SOFTWARE to the extent set out in section 78 (1) from Law no. 8/1996 (Romanian). Back-up copies must be marked as such and be marked with the copyright notice of the original SOFTWARE as far as is possible. The CUSTOMER is also bound to these T&C with respect to its use of the back-up copy.

19.3. The CUSTOMER may only engage third parties to conduct the measures in compliance with sec. 19.2 which are not competitors of BOSCH REXROTH, unless the CUSTOMER demonstrates that the risk of divulging important CONFIDENTIAL INFORMATION of BOSCH REXROTH is excluded.

19.4. If BOSCH REXROTH provides the CUSTOMER with updates (including upgrades, updates and/or patches or bugfixes) and/or a new version of SOFTWARE, these are also subject to the terms of these T&C, except to the extent that they are part of a separate agreement. Once the new SOFTWARE version has been installed, the CUSTOMER's rights to the previous version shall end after a transition phase of one month. Sec. 11.4 shall apply in the event of the SOFTWARE being returned.

19.5. The CUSTOMER may not grant sub-licenses. The CUSTOMER may, however, transfer the granted right of use to third parties, whilst discontinuing its own use, upon fulfillment of the following conditions:

- i. If the SOFTWARE was acquired together with a TARGET HARDWARE device, the SOFTWARE may only be passed on to third parties for use in connection with this TARGET HARDWARE. This applies to floating licenses (sec. 22.5iii), subject to the condition that they may only be transferred to third parties by the CUSTOMER if they are transferred in total and, if applicable, together with each TARGET HARDWARE device which the SOFTWARE may be used on.

- ii. The CUSTOMER shall ensure that the third party is not granted any further rights of use to the SOFTWARE than those to which the CUSTOMER is entitled under these T&C and that at least those obligations arising from these T&C with respect to the SOFTWARE are imposed on the third party. In the event of a right of use being transferred to a third party, the CUSTOMER is obliged to surrender to the third party all the copies supplied to or created by the CUSTOMER or to erase them. If the CUSTOMER transfers its right to use the SOFTWARE, the CUSTOMER shall also hand over the DOCUMENTATION to the third party.
- 19.6. All further rights to the SOFTWARE that are not explicitly granted, also including, in particular, all rights to the trade mark and to other intellectual property in the SOFTWARE shall remain with BOSCH REXROTH. Designations of the SOFTWARE, in particular copyright notices, trademarks, serial numbers and the like may not be removed, changed or obliterated.
- 20. Obligations of the CUSTOMER to collaborate and provide information**
- 20.1. The CUSTOMER is responsible for its hardware and software environment being compliant with the system requirements of the SOFTWARE; in case of doubt, the CUSTOMER shall obtain advice from BOSCH REXROTH and/or from specialist third parties before entering into the contract.
- 20.2. It is partially possible to use the SOFTWARE to influence or control an electronic system. Therefore, taking account of the risk analysis, the SOFTWARE may be operated (and if necessary, to be installed) solely by qualified specialist personnel.
- 20.3. The CUSTOMER shall inform BOSCH REXROTH of possible errors in the SOFTWARE without undue delay. In this context, the CUSTOMER shall provide all the necessary information at the request of BOSCH REXROTH. The CUSTOMER shall permit BOSCH REXROTH to access the SOFTWARE in order to troubleshoot and rectify the errors; at the election of BOSCH REXROTH this shall be either on premise and/or by remote access.
- 20.4. The CUSTOMER shall secure the SOFTWARE against being accessed by unauthorized third parties by taking suitable measures, in particular storing all the back-up copies of the SOFTWARE and the DOCUMENTATION in a safe place.
- 20.5. BOSCH REXROTH has the right to examine whether the SOFTWARE is being used in compliance with the LICENSE TYPE. To this end, BOSCH REXROTH may require information from the CUSTOMER and inspect the books and documents, including the CUSTOMER's hardware and software environment, insofar as, as a result, details can be obtained on the extent of usage of the SOFTWARE. To this end BOSCH REXROTH shall be granted access to the CUSTOMER's business premises during normal working hours after having given advance notification of at least two weeks. The CUSTOMER shall ensure, to an extent that can be reasonably expected, that the audit can be conducted by BOSCH REXROTH and shall collaborate in the audit. BOSCH REXROTH shall use all the information it acquires during the audit only for vetting compliance with the LICENSE TYPE. The CUSTOMER may demand that the audit be conducted on site by an agent of BOSCH REXROTH committed to professional secrecy. The costs of the audit shall be borne by BOSCH REXROTH unless the audit reveals that there is a SHORTFALL IN LICENSE COVER. In this case the CUSTOMER shall bear the costs of the audit.
- 20.6. In the event of a SHORTFALL IN LICENSE COVER, the CUSTOMER shall pay the unpaid remuneration on the basis of the valid general price list for comparable services at the time when the shortfall is discovered plus liquidated damages in an amount equal to 10 % of the value of the SHORTFALL IN LICENSE COVER. The CUSTOMER may evidence that the damage was lower. In addition, the CUSTOMER shall discontinue every SHORTFALL IN LICENSE COVER without undue delay.
- 20.7. The CUSTOMER shall take reasonable precautions in case the SOFTWARE fails to work properly either in whole or in part (e.g. by means of daily data back-up, malfunction diagnosis, regularly examining the data

processing results). Unless the CUSTOMER explicitly indicates otherwise in advance, BOSCH REXROTH may assume that there has been a back-up of all data of the CUSTOMER which BOSCH REXROTH can come into contact with.

## 21. ENGINEERING SOFTWARE

21.1. The information and graphical representations stored in the ENGINEERING SOFTWARE serve solely to describe the respective PRODUCTS and lose their validity when the PRODUCTS represented there and/or the corresponding technical DOCUMENTATION are/is changed, at the latest, however, when a new version of the ENGINEERING SOFTWARE is issued. The information and graphical representations stored in the ENGINEERING SOFTWARE are not intended for any constructional or development purposes independent from PRODUCTS.

21.2. ENGINEERING SOFTWARE does not verify the generated results on the accuracy of the calculation or of the software generated or changed and/or to its executability and suitability for application. The responsibility for the selection and dimensioning and/or configuration of PRODUCTS and/or for the software generated or changed with the help of the ENGINEERING SOFTWARE therefore lies solely with the CUSTOMER. A PRODUCT order is placed solely on the basis of the catalogue details and of the DOCUMENTATION belonging to the PRODUCT.

21.3. If and insofar as a copyrighted material is created for the CUSTOMER as a result of changing/generating software by using ENGINEERING SOFTWARE or if the CUSTOMER applies for/acquires a PROPERTY RIGHT based on the above change/creation, the CUSTOMER shall notify BOSCH REXROTH thereof without undue delay and grant to BOSCH REXROTH a non-exclusive, irrevocable license unlimited as to time and free of charge, which also confers upon BOSCH REXROTH the right to grant sub-licenses; with regard to PROPERTY RIGHTS the CUSTOMER shall grant a license to BOSCH REXROTH in a separate contract subject to customary market conditions.

## 22. Definitions

22.1. DOCUMENTATION: All the information necessary to be able to work with the SOFTWARE in accordance with the designated purpose.

22.2. ENGINEERING SOFTWARE: SOFTWARE with which certain PRODUCTS can be selected, calculated, dimensioned and/or configured and/or a toolbox comprising SOFTWARE components and development environment to support the CUSTOMER when creating/changing software.

22.3. FOSS: Free and Open Source SOFTWARE and third-party software under a royalty-free license.

22.4. CONFIDENTIAL INFORMATION: Information in accordance with art. 1<sup>1</sup>, letter (e) commercial secret from Law no. 11/1991 regarding unfair competition and include all the knowledge, information, documents, calculations, samples, computer programs that are communicated and / or transmitted by the SELLER to the CUSTOMER

22.5. LICENSE TYPE: Determines the scope of the SOFTWARE use and the number of users. BOSCH REXROTH distinguishes between the following LICENSE TYPES:

i. Single/work station license: the SOFTWARE may be used on one single TARGET HARDWARE device.

ii. Volume/multiple/multi license: a specific number of individual licenses.

iii. Network/server/copy or floating license: the SOFTWARE may be installed on a network server and/or on any number of TARGET HARDWARE devices incorporated into the local network. In this case the SOFTWARE may only be used simultaneously on a certain number of TARGET HARDWARE devices and/or workstations.

iv. Corporate license: the SOFTWARE may be used at the agreed establishments of the CUSTOMER's undertaking.



- 22.6. SHORTFALL IN LICENSE COVER: Use of the SOFT- WARE beyond the agreed right of use.
- 22.7. PRODUCT: GOODS and/or SOFTWARE.
- 22.8. DAMAGES: Damages and reimbursement as defined in art 1530 - 1537 from Romanian Civil Code.
- 22.9. PROPERTY RIGHT: Industrial PROPERTY RIGHT or third-party copyright.
- 22.10. SOFTWARE: Either stand-alone software contained in the scope of delivery from BOSCH REXROTH or software flashed onto GOODS or TARGET HARDWARE.
- 22.11. GOODS: Material items for delivery contained in the scope of delivery of BOSCH REXROTH.
- 22.12. TARGET HARDWARE: GOODS or a customer de- vice on which the SOFTWARE is installed.

### 23. Final provisions

These T&C and the Contract represent the will of the parties and remove any verbal agreement between them, prior or subsequent to its conclusion. The CUSTOMER declares and confirms by signing these T&C that he has read and fully understood each clause of these T&C, having a reasonable period of reflection for this purpose, that these clauses correspond to his freely expressed will, not violating or harming his interests, as well as that he concluded the Contract in full knowledge of the case, without being in a state of necessity or in other obviously unfavorable conditions.

Without prejudice to the above clauses, the CUSTOMER expressly accepts:

- a) The Seller's right to collect the counter value of the storage costs of the goods or 1% of the invoice value for each month started, as provided by art. 2.8 of these T&C;
- b) The provisions of section 3 of these T&C regarding the transfer of risks related to the goods and services that are the subject of the Contract;
- c) The provisions of section 4 of these T&C regarding the transfer of ownership of the goods and services that are the subject of the Contract;
- d) The Seller's right to condition the delivery of the goods on payment in advance, as provided by art. 6.4 of these T&C and declaration of early maturity, according to art. 6.5;
- e) The provisions of section 8 of these T&C regarding the guarantees granted by the Seller;
- f) The provisions of section 9 of these T&C regarding the limitation of the Seller's liability for damages and injuries;
- g) The Seller's right to unilaterally terminate the Contract (commissionary agreement according to art. 1553 of Romanian Civil Code) and to fully recover the value of the issued and unpaid invoices, as provided by section 11 and section 4 of these T&C.

The parties confirm this by signing the General Conditions, respectively the Contract.

I have read and declare that I agree with these Terms and Conditions and respectively that they will form the basis of the commercial relationship between the Parties.

CLIENT

BOSCH REXROTH SALES S.R.L.

represented by

represented by

Horia Todoran

General Manager

Nicolae Hanganu

Sales Manager