

GENERAL TERMS & CONDITIONS OF DELIVERY

Version September 2021

The Terms and Conditions set out below apply to deliveries provided to the CUSTOMER (hereinafter: "CUSTOMER") for a consideration by Bosch Rexroth Thailand (Robert Bosch Limited), 7/426 Moo 6 Amata City Industrial Estate, Mabyangporn, Pluak Daeng, Rayong 21140, THAILAND (hereinafter: "BOSCH REXROTH", "we", "us", or "our"). These Terms and Conditions are available on <https://www.boschrexroth.com/en/th/legal-notice/>.

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 Only the following Terms and Conditions shall govern our deliveries. Terms and conditions opposing or deviating from our Terms and Conditions or which are implied by trade, custom, practice or course of dealing, shall not apply unless we have expressly approved the application thereof. The following conditions shall also apply if, notwithstanding our knowledge of terms and conditions of the CUSTOMER opposing or deviating from our Terms and Conditions, we unconditionally perform delivery to the CUSTOMER. Separate service conditions shall apply to assembly and repair work. Separate software terms and conditions for the licensing of software shall apply additionally in respect of software supplied by us, even if the software is part of a product supplied by us.
- 1.2 Oral agreements before or at the time when the Contract was concluded shall require written confirmation by us to be effective.
- 1.3 Sales orders, offers and estimates given by BOSCH REXROTH may be subject to alteration and are valid for a maximum period of two weeks of the date of quotations, offers or estimates, as the case may be, unless otherwise specified in writing and expressly agreed. For the avoidance of doubt, acceptance of sales orders shall be subject to the credit status of the CUSTOMER being satisfactory to BOSCH REXROTH.
- 1.4 Orders once accepted cannot be cancelled or varied without BOSCH REXROTH's written consent. Bosch reserves the right to correct any significant errors or omissions of any kind in its offers, sales orders, order confirmations or invoices. BOSCH REXROTH further reserves the right at any time and without notice to impose a limit on the amount of products the CUSTOMER may purchase.
- 1.5 For the design of components or systems, full technical specifications must be submitted by CUSTOMER.
- 1.6 Measurements, packaging measurement, weights, illustrations, simulation results and drawings are only binding for the construction of the products if this has been expressly confirmed in writing.
- 1.7 The minimum order value required for each order or product will be stated at the quotation.
- 1.8 Unless otherwise stated in the quotation, the prices do not include toolings or any other equipment necessary to install, commission or manufacture the products. All these remain the property of Bosch Rexroth.
- 1.9 These terms and conditions, as amended from time to time, shall also govern all future deliveries to the CUSTOMER.

2. Prices

- 2.1 Invoices shall be calculated on the basis of the list prices in effect on the date of delivery plus value-added tax. Value-added tax will not be charged only in those cases where the conditions have been met under the relevant tax regulations currently in force for a tax exemption to apply.
- 2.2 In the absence of any special agreement, prices shall be deemed to be FCA BOSCH REXROTH (Incoterms® 2010) excluding packaging, any other duties and/or disbursement costs.

- 2.3 We reserve the right to adjust our prices appropriately in the event of cost reductions or increases incurred after the Contract has been entered into, in particular in case of wage cost changes, for instance due to collective bargaining agreements, or changes in the price of materials. Upon request we shall evidence such changes to the CUSTOMER.
- 2.4 Spare parts and products which have been repaired shall be shipped against a reasonable flat rate charge for shipping and packaging plus the charge for the service rendered by us, except where this is covered by liability for defects.

3. Delivery, delivery periods, default

- 3.1 The precondition for the commencement of and compliance with delivery dates agreed upon is that the collaboration duties have been performed by the CUSTOMER, in particular the timely delivery of the entire materials, documentation, approvals, examinations and clearances with the required delivery date to be provided by the CUSTOMER and the compliance with payment terms agreed upon, especially effecting agreed down-payments or opening of a letter of credit. If these preconditions are not duly met in good time, the delivery dates shall be reasonably extended; this shall not apply if the supplier is solely responsible for the delay.
- 3.2 If non-compliance with the delivery date is due to force majeure or to other disturbances beyond our control e.g. war, terrorist attacks, import or export restrictions, epidemics, floods, including such disturbances affecting subcontractors, the delivery dates agreed upon shall be extended by the period of time of the disturbance. This also applies to industrial action affecting either us or our suppliers.
- 3.3 If we are in default with our delivery, the CUSTOMER shall declare upon our request and within a reasonable period of time whether it insists upon performance of delivery or asserts its other statutory rights.
- 3.4 Clause 9 applies to claims to damages by the CUSTOMER on account of delayed delivery.
- 3.5 If a CUSTOMER is in default of acceptance or if a CUSTOMER fails to perform its collaboration duties, we have the right to charge the CUSTOMER for additional expenditure in an amount of 1% of the invoice amount for each month starting one month after notification that the goods are ready for delivery. The CUSTOMER shall immediately notify us if the CUSTOMER anticipates a delay in accepting the delivery of goods at the agreed delivery time, and, if possible, provide a new timeframe for delivery. The CUSTOMER's inability to accept delivery of goods at the time of delivery shall not absolve the CUSTOMER from paying the additional charges. This is without prejudice to our rights to claim for further damages.
- 3.6 The CUSTOMER acknowledges and agrees that we may perform part shipments and issue corresponding invoices, unless CUSTOMER demonstrates that this will constitute an unreasonable hardship for the CUSTOMER.

4. Transfer of risk

- 4.1 The risk in the products shall pass to the CUSTOMER at the time that products are placed at the disposal of the CUSTOMER or its agent or carrier except as expressly otherwise agreed.
- 4.2 At the CUSTOMER 's request and cost, we will insure shipments against customary transport risks.

5. Complaints and notifications of defects

- 5.1 The CUSTOMER must notify us in writing immediately, no later than 15 days after receipt of the goods, of any recognizable defects. Adhesive labels on the boxes, labels showing the contents and the control slips enclosed with the shipment shall be submitted to us together with the notification of the defect. 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. Any other defects must be notified by the CUSTOMER in writing immediately after discovery thereof.
- 5.2 The date of receipt by us of notification of a defect shall determine whether or not notification is in good time.
- 5.3 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 can prove that it was not at fault with regard to the unjustified defect notification.
- 5.4 Claims on account of defects shall be excluded if the notification of the defect is not received in good time.

6. Taking Delivery

- 6.1 The CUSTOMER may not refuse to take delivery on account of minor defects.

7. Defects as to quality/defects of title

- 7.1 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.
- 7.2 Claims on account of defects shall become time-barred after a period of 12 months. The foregoing provision shall not apply insofar as longer time bar periods are prescribed by statute in the country where the goods are received.
- 7.3 The time bar period for defects commences as follows:
 - i. in case of products for vehicle and engine equipment on the date on which the product is put into use, i.e. in case of original equipment on the date of first registration of the vehicle and in other cases upon installation, but no later than 6 months after delivery of the PRODUCT (date of transfer of risk);
 - ii. in all other cases upon delivery of the PRODUCT (date of transfer of risk).
- 7.4 If a defect as to quality arises during the time bar period the cause of which already existed on the date of transfer of risk, we may effect specific performance at our sole and absolute discretion either by remedying the defect or delivering a defect-free product. The defective product has to be sent for repair either to us or to the nearest CUSTOMER service unit recognized by BOSCH REXROTH for the respective product area.
- 7.5 The time bar period shall be interrupted for the period of time necessary for remedying the defective product or to deliver a new product. The time bar period does not start to run anew as a result of the completion of the remedy of the defect.

- 7.6 Claims by the CUSTOMER on account of expenditure required for the purpose of specific performance, in particular costs of transport, transportation, labour and materials, shall be governed by statutory provisions. They shall, however, be excluded insofar as such expenditure is increased due to the fact that the product delivered was subsequently taken to a place other than the original place of contractual performance unless such removal is in accordance with the designated use of the product.
- 7.7 CUSTOMER acknowledges and agrees that it shall not be entitled to make any claim for specific performance in the case of minor deviations from the quality agreed upon or in case of only minor impairment to the use of the product. Further rights shall remain unaffected hereby.
- 7.8 The following are not deemed to be defects:
 - i. ordinary wear and tear;
 - ii. characteristics of the product and damage caused after the date of transfer of risk due to improper handling, storage or erection, noncompliance with installation or handling regulations or to excessive strain or use, improper operational means, commissioning or maintenance;
 - iii. characteristics of the product or damage caused by force majeure, special external circumstances not foreseen under the terms of the Contract or due to the use of the product beyond normal use or the use provided for under the terms of the Contract;
 - iv. non-reproducible software errors. Claims on account of defects do not exist if the product is modified by third parties or due to the installation of parts manufactured by third parties unless the defect has no causal connection with the modification.
- 7.9 BOSCH REXROTH is not liable for the quality of the product based on the design or choice of material insofar as the CUSTOMER stipulated the design or material.
- 7.10 Claims to recourse against us by the CUSTOMER shall only exist insofar as the CUSTOMER has not reached any agreements with its own customers than statutory claims on account of defects.
- 7.11 The CUSTOMER shall give us or any third party engaged by us to perform our warranty obligation, where applicable, sufficient time and the possibility to carry out the warranty work. The CUSTOMER may only carry out such work itself if we have given our prior consent. We shall bear the costs necessary for this work to an extent which must be in a reasonable proportion to the value of the product in a defect free condition, the significance of the defect and/or the possibility of obtaining a defect-free product by an alternative method; any costs in excess of this shall be borne by the CUSTOMER .
- 7.12 Clauses 7.3, 7.5, 7.6 shall not apply insofar as our product was proved to be sold by the CUSTOMER or CUSTOMER of the CUSTOMER to a consumer without being processed or installed into another product.
- 7.13 Our obligation to pay damages shall be governed by clause 9 in all other respects. Any other claims or claims by the CUSTOMER on account of defects other than those covered by this clause 7, are excluded.
- 7.14 The provisions of this clause 7 shall apply mutatis mutandis to defects of title which are not constituted by the infringement of third-party Intellectual Property Rights, as defined in clause 8.

8. Intellectual Property Rights and Copyright

- 8.1 We shall not be liable for claims arising from an infringement of third party Intellectual Property Rights if the Intellectual Property Right is or was owned by the CUSTOMER or by an enterprise in which the CUSTOMER holds, directly or indirectly, a majority of the shares or voting rights. For the purposes of this Contract, "Intellectual Property Rights" shall mean all current and future copyright, patents, trademarks, inventions or trade secrets, know-how, rights in designs, rights in databases, trade and business names, domain names, marks and devices (whether or not registered), software, and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any country of the world.

- 8.2 We shall not be liable for claims arising from an infringement of a third party's Intellectual Property Rights, unless the Intellectual Property Right in question (in respect of patents or designs only) 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.
- 8.3 The CUSTOMER must notify us immediately of any alleged infringements of Intellectual Property Rights and of risks of infringement in this respect which become known and, at our request – insofar as possible – allow us to conduct the defence or litigation (including non-judicial proceedings), as the case may be.
- 8.4 We are entitled, at our sole and absolute discretion, to obtain a right of use for a product infringing an Intellectual Property Right, to modify it so that it no longer infringes the Intellectual Property Right or to replace it by an equivalent substitute product which no longer infringes the Intellectual Property Right. If this is not possible subject to reasonable conditions or within a reasonable period of time, the CUSTOMER shall – insofar as the CUSTOMER allowed us to carry out a modification – be entitled to the statutory rights of rescission. Subject to the aforementioned preconditions we too shall have a right of rescission. The ruling set forth in clause 7.9 shall apply accordingly. We reserve the right to carry out the action at our disposal under the terms of sentence one of this clause 8.4 even if the infringement of the industrial property right has not been ruled on by a court of law with res judicata effect or recognized
- 8.5 We shall not be liable for Intellectual Property Right infringement claims insofar as:
- the CUSTOMER is responsible for the infringement of the Intellectual Property Right or if the CUSTOMER has not supported us to a reasonable extent in the defence against claims by third parties; or
 - the products were manufactured in accordance with the specifications or instructions of the CUSTOMER or if the alleged infringement of the Intellectual Property Right ensues from the use in conjunction with another product not stemming from us or if the products are used in a manner which we were unable to foresee.
- 8.6 Our obligation to pay damages in case of infringements of Intellectual Property Rights is governed by clause 9 in all other respects.
- 8.7 Clauses 7.1 and 7.2 apply mutatis mutandis to the time bar for claims based on infringements of Intellectual Property Rights.
- 8.8 We shall not be liable for Intellectual Property Right infringement claims exceeding the scope of this clause 8 or claims other than those claims of the CUSTOMER governed by this clause 8 on account of an infringement of third-party Intellectual Property Rights.

9. Claims for damages

- 9.1 Subject to clauses 9.2 and 9.3, Bosch Rexroth shall be liable only for direct damages incurred or suffered by the CUSTOMER resulting from Bosch Rexroth's gross negligence and willful misconduct.
- 9.2 Bosch Rexroth, including our employees, representatives, agents, or persons engaged by us, shall not be liable to the CUSTOMER for any indirect, incidental, punitive, exemplary, special or consequential damages whether in contract or tort or any cause of action, including but not limited to, the loss of income, data, revenue, or profits, cost of capital, loss of business reputation or opportunity or anticipated savings, business interruption or shutdown, loss of production, delay costs, financing and holding costs, whether such liability arises directly or indirectly out of the Contract, from the provision of the products or the performance or non-performance of our obligations hereunder, even if Bosch Rexroth has been advised of (or is otherwise aware of) the possibility of such damages and/or losses in advance.
- 9.3 Bosch Rexroth's total liability to the CUSTOMER for any claim arising out of any products provided shall to the extent permitted by law, be limited to the aggregate amount of fees paid to Bosch

Rexroth at the time the claim is made (excluding any expenses paid to us on a reimbursement basis), for the applicable products to which the claim relates to.

- 9.4 The damages for a breach of material contractual duties are, however, limited to foreseeable damage, typical for the type of contract, except in the event of intent or gross negligence or on account of fatal injury, physical injury or injury to health or on account of assuming a quality guarantee.
- 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.
- 9.7 No change to the burden of proof to the detriment of the CUSTOMER is connected with the aforementioned rulings.

10. Retention of title

- 10.1 BOSCH REXROTH retains the title to the GOODS delivered until all of its claims existing and still to arise under the business relationship have been settled in full.
- 10.2 If maintenance and service work have 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.
- 10.3 Within the scope of its normal business operations, the CUSTOMER has the right to process the GOODS or to connect them with other products. The CUSTOMER transfers to BOSCH REXROTH now already joint ownership in the products thereby created, as security for the claims named in sec. 4.1. The amount of the joint ownership share is determined by the relationship between the value of the GOODS (calculated on the basis of the final invoice amount including VAT) and that of the product created by means of the processing or connection at the time of such processing or connection. The CUSTOMER shall hold the products jointly owned by BOSCH REXROTH in safekeeping free of charge as an ancillary contractual obligation.
- 10.4 The CUSTOMER has the right of resale the GOODS or its products subject to sec. 4.3 in its normal business operations either in exchange for immediate payment or subject to retention of title. The CUSTOMER hereby assigns to BOSCH REXROTH already all such receivables, together with ancillary rights, in full, in the event of co-ownership in proportion to the amount of the co-ownership share. The assigned receivables serve as security for the claims of BOSCH REXROTH under sec. 4.1. The CUSTOMER has the right to collect the assigned receivables as long as the CUSTOMER meets its payment obligations to BOSCH REXROTH. If the CUSTOMER is in default of payment, upon request by BOSCH REXROTH the CUSTOMER shall indicate in writing without undue delay, 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. 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.
- 10.5 The CUSTOMER shall inform BOSCH REXROTH without undue delay of attachments of or other impairments to the rights to the GOODS or products partly or fully owned by BOSCH REXROTH and/or to the 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.
- 10.6 If the value of the security held by BOSCH REXROTH exceeds the receivables by more than 10 % on aggregate, BOSCH REXROTH

shall release security to this extent at the discretion of BOSCH REXROTH.

11. Cancellation

- 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 an appropriate additional grace period.
- 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 without undue delay 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. 18.2, 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.

12. Export control clause

- 12.1 Deliveries and services (contractual performance) shall be subject to the provision that there are no obstacles to performance due to national or international export control regulations, in particular embargos or other sanctions. The CUSTOMER undertakes to provide all information and documentation which is required for export and shipment. Delays due to export examinations or approval procedures shall render deadlines and delivery dates inapplicable. If necessary, approvals are not granted or if the delivery and service are not capable of being approved, the Contract shall be considered not concluded with respect to the parts affected.
- 12.2 We have the right to terminate the Contract without notice if such termination is necessary for us in order to comply with national or international legal provisions.
- 12.3 In the event of termination pursuant to clause 12.2, the CUSTOMER is excluded from raising a claim for any damage or other rights on account of the termination.
- 12.4 When passing on the products delivered by us (hardware and/or software and/or technology and the respective documents, irrespective of the manner in which they are made available) and work and services performed by us (including technical support of all kinds) to third parties in Thailand and abroad, the CUSTOMER must comply with the respectively applicable provisions of national and international (re) export control law.

13. Confidentiality

- 13.1 All of the business and technical information originating from BOSCH REXROTH (including characteristics which can be deduced from goods or software delivered and other knowledge or experience) shall be kept confidential by the CUSTOMER with

respect to third parties if and as long as such information is not proven to be public knowledge or disclosed with our prior written consent, and it may only be made available to those persons employed or engaged by the CUSTOMER who necessarily have to be included in the use thereof and who are subject to the same confidentiality obligations as under this clause; the information shall remain our exclusive property. Without our prior written consent such information may not be duplicated or commercially used. At our request all information stemming from us (including, if applicable, any copies or duplicates prepared) and goods made available on loan must be returned to us immediately in full or destroyed without un-due delay, such destruction to be certified in writing by the CUSTOMER .

- 13.2 BOSCH REXROTH reserves all rights to the CONFIDENTIAL INFORMATION named in sec. 13.1 (including copyright and the right to file applications for Intellectual Property Rights such as patents, semiconductor protection etc.).

14. Payment terms

- 14.1 Except as otherwise agreed in writing, payment shall be effected by CUSTOMER within 30 days of the invoice date at the latest without any deductions whatsoever. We may also, however, make delivery conditional upon contemporaneous payment (for instance cash on delivery or upon sales at our counter or bank direct debiting service) or on pre-payment.
- 14.2 We are entitled to offset payments made against the oldest claim due.
- 14.3 In case of delayed payment we are entitled to charge default interest at 9 percentage points above the base interest rate. The right to assert a claim on account of further damage is not excluded.
- 14.4 Payment by bill of exchange is only admissible following prior agreement with us. Payment by bill of exchange or cheque shall not be deemed to constitute payment until honoured. The costs of redeeming a bill of exchange or cheque shall be borne by the CUSTOMER.
- 14.5 If the CUSTOMER is in arrears in payment we shall be entitled to demand immediate payment of all claims arising from the business relationship which are due and which are not subject to dispute. Furthermore we are also entitled to perform outstanding deliveries only against payment in advance or against provision of a security. This right shall not be barred by a deferral of payment or by the acceptance of bills of exchange or cheques.
- 14.6 The CUSTOMER shall only have the right to offset counterclaims insofar as the CUSTOMER 's counterclaims are undisputed by us or ruled with *res judicata* effect by a court of law.
- 14.7 The CUSTOMER shall only be entitled to withhold payments to the extent that its counterclaims are undisputed by us or ruled with *res judicata* effect by a court of law.

15. Miscellaneous

- 15.1 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 Terms and Conditions.
- 15.2 The courts of Thailand shall have jurisdiction or, at the election of BOSCH REXROTH, the court at the registered office of the business premises carrying out the order if the CUSTOMER is
 - i. a registered merchant, public law legal entity, public law special fund or
 - ii. does not have a general place of jurisdiction or
 - iii. has moved its domicile or normal place of abode abroad after entering into the contract or if its domicile or normal place of abode is unknown,

the courts with jurisdiction at the registered office of the operating facility carrying out the order, shall have jurisdiction and venue. We are also entitled to take legal action at the court having jurisdiction at the registered office or a branch office of the CUSTOMER.

- 15.3 All legal relationships between us and the CUSTOMER shall be exclusively bound by and construed in accordance with the laws of the Kingdom of Thailand excluding the rules on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.4 These Terms and Conditions are available and binding in both, Thai and English language. In case of discrepancies the English version shall prevail.
- 15.5 The CUSTOMER confirms that it acknowledges and agrees to the content of the Bosch Rexroth "Code of Conduct for Business Partners" ("CoC") and that the CoC forms part of the terms of the Contract. A copy of the CoC is available at www.bosch.com/company/sustainability/responsibility/. The CUSTOMER shall at all times comply, and shall procure its employees, agents, representatives, and all third parties engaged by the CUSTOMER (where applicable) to comply, with the contents of the CoC.
- 15.6 The CUSTOMER shall ensure that its management, employees, agents, representatives, and all third parties engaged by the Company undergo adequate anti-corruption training. The CUSTOMER will be responsible for the costs of any such training.
- 15.7 If the CUSTOMER observes or suspects any misconduct or violation of the CoC by Bosch Rexroth's employees or representatives, the Customer shall report such misconduct or violation to Bosch Rexroth via Bosch's Compliance whistleblower hotline at <https://www.bkms-system.net/bosch-compliance>. Bosch's Compliance whistleblower hotline can also be accessed at www.bosch.com/company/sustainability/responsibility/.
- 15.8 Notwithstanding any termination rights stated in the CoC, we are entitled to terminate the Contract without prior notice and without liability in the event of an actual or suspected compliance related breach.

Additional conditions for SOFTWARE

16. Subject matter of the license/SOFTWARE

- 16.1 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.
- 16.2 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. 17.1, the source code does not form part of the subject matter of the contract.

17. FOSS

- 17.1 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.
- 17.2 BOSCH REXROTH reserves the right to, over the course of actualizations (including updates, up-grades, 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.

- 17.3 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.
- 17.4 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.
- 17.5 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.

18. Rights of use

- 18.1 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.
- 18.2 The CUSTOMER may prepare and use back-up copies of the SOFTWARE to the extent set out in section 69d (2) German Copyright Act (UrhG). 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.
- 18.3 The CUSTOMER may only engage third parties to conduct the measures in compliance with sec. 18.2 which are not competitors of BOSCH REXROTH, unless the CUSTOMER demonstrates that the risk of divulging important CONFIDENTIAL INFORMATION of BOSCH REXROTH is excluded.
- 18.4 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.
- 18.5 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:
- 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. 21.5iii), 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.
 - 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.
- 18.6 All further rights to the SOFTWARE that are not explicitly granted, also including, in particular, all rights to the trademark 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.

19. Obligations of the CUSTOMER to collaborate and provide information

- 19.1 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.

- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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 SHORT-FALL IN LICENSE COVER without undue delay.
- 19.7 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.

20. ENGINEERING SOFTWARE

- 20.1 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.
- 20.2 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.
- 20.3 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/ac-

quires 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.

21. Definitions

- 21.1 DOCUMENTATION: All the information necessary to be able to work with the SOFTWARE in accordance with the designated purpose.
- 21.2 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.
- 21.3 FOSS: Free and Open Source SOFTWARE and third-party software under a royalty-free license.
- 21.4 CONFIDENTIAL INFORMATION: Information in accordance with sec. 2 no. 1 of the German Trade Secrets Act (GeschGehG).
- 21.5 LICENSE TYPE: Determines the scope of the SOFTWARE use and the number of users. BOSCH REXROTH distinguishes between the following LICENSE TYPES:
 - i. Single/workstation 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.
- 21.6 SHORTFALL IN LICENSE COVER: Use of the SOFTWARE beyond the agreed right of use.
- 21.7 PRODUCT: GOODS and/or SOFTWARE.
- 21.8 DAMAGES: Damages and reimbursement of futile expenditure as defined in sec. 284 German Civil Code (BGB).
- 21.9 PROPERTY RIGHT: Industrial PROPERTY RIGHT or third-party copyright.
- 21.10 SOFTWARE: Either stand-alone software contained in the scope of delivery from BOSCH REXROTH or software flashed onto GOODS or TARGET HARDWARE.
- 21.11 GOODS: Material items for delivery contained in the scope of delivery of BOSCH REXROTH.
- 21.12 TARGET HARDWARE: GOODS or a CUSTOMER device on which the SOFTWARE is installed.