

Terms and Conditions for Goods Ordered Online (Rexroth Store)

Version: 26.12.2023

I. General Provisions

1. Scope

- 1.1. These Terms and Conditions apply in the version thereof valid on the date of conclusion of the contract to all goods and services ordered online (hereinafter collectively referred to as: “**Goods**”) of the following supplier:

Bosch Rexroth Otomasyon Sanayi ve Ticaret Anonim Şirketi

Headquarters: Organize Sanayi Bölgesi Kırmızı Caddesi Sokak No:19 TR 16159

Gebze Branch: TOSB 1.Cadde 14. Sokak No:10 41420 Çayırova-Kocaeli Türkiye

E-mail: eBusiness@boschrexroth.com.tr

Telephone: +90 (262) 676 00 00 (on working days on Mondays to Fridays from 07:15 am to 5:00 pm)

(hereinafter referred to as the “**Provider**” or “**Bosch Rexroth**”) by the Customer (hereinafter referred to as “**Customer**”).

Any terms and conditions of the Provider for the registration and use of other services offered by the Provider online (e.g. access to the web portal) shall remain unaffected by these Terms and Conditions. Any queries can be made to and complaints brought against the Provider by using the Provider’s contact data set out above.

- 1.2. Any standard terms and conditions of the Customer deviating from, conflicting with or supplementing these Terms and Conditions shall not form a component part of the contract even if Bosch Rexroth does not explicitly object to them or if the Customer makes a reference to them in its purchase order.
- 1.3. The Goods offered address entrepreneurs only. For the purpose of these general Terms and Conditions an “**entrepreneur**” means a natural or legal person or a partnership with legal personality who or which, when entering into the contract, acts in exercise of his or its trade, business or profession (Article 12 of Turkish Commercial Code numbered 6102).
- 1.4. Individual provisions agreed upon with a Customer (like e.g. a dealership agreement) shall prevail over these Terms and Conditions unless these the related provision of such Terms and Conditions are not favorable for the Provider.

2. Online booking incl. ordering process, entering into the contract, storing the contract text

- 2.1. During the process of making an online booking for Goods and before the booking is completed online, the Customer is given a notification of the costs arising, the payment and supply terms, any duration periods, any notice periods which may exist and of other relevant details. The Customer then has the possibility of sending the booking by clicking the order button. Once the booking has been received, the Customer will be sent an e-mail notification confirming receipt of the booking and listing the details of the booking again. However the details regarding costs arising, payment, supply terms, duration periods, notice periods etc. of such notification will not be valid if the individual provisions mentioned any kind of agreement agreed between Customer and Bosch Rexroth shall contradict with such details and these individual provisions agreed between the Parties shall prevail.
- 2.2. The online offer constitutes a non-binding request to the Customer to place an order for Goods. The contractual relationship is established when the Customer receives e-mail confirmation from the Provider on the acceptance of the respective offer.
- 2.3. The text of this Terms and Conditions is stored by Bosch Rexroth; it can no longer be accessed by the Customer once the contract has been entered into, however. Prior to confirming the booking, the Customer can print out the contract text by using the print function on the browser or it can store the text electronically. The contract is in Turkish.

3. Prices and payment

- 3.1. Without prejudice to the following regulations, the prices valid at the time when the Customer places the order shall apply. However if the prices seen when the Customer places the order is not updated list price of Bosch Rexroth, then Bosch Rexroth has entitled to apply the updated list price to the Customer's order instead of the price seen at the order. All prices are in Euro and are exclusive of the statutory value added tax and other taxes and all other costs applicable at the time. When the order is placed, the prices seen as Euro However, invoice prices will be calculated by Bosch Rexroth by taking into account the Euro/TL currency rate at the invoice date, therefore the price seen at the order is not binding for the Parties. Also the prices seen at the time when the Customer places the order can be differ from the price which will be paid by Customer since the clauses regarding prices and payment of the individual agreement signed between the Customer and Bosch Rexroth will be applied to the order.
- 3.2. Unless otherwise agreed, invoices shall be paid 60 days after the date of receipt and due date of the invoice without any deductions, by cashless remittance to the bank account indicated by Bosch Rexroth. Bosch Rexroth reserves the right to advance payment.
- 3.4. If payment is offered by credit card, PayPal or PayPal Express, the following applies: When payment is made by credit card, the invoice amount in TL (Turkish Lira) is debited prior to performance of the service, i.e. before the goods are shipped/a registration code is sent etc. The booking text on the Customer's credit card statement will indicate the Provider and/or the service booked. If the debit from the credit card is revoked by the Customer, the Customer undertakes to pay the price no later than 10 days after receipt of the Service plus any costs that may have been incurred. These costs include, inter alia, the costs incurred due to the revocation of the credit card debit or due to non-payment.
- 3.5. If the Customer is in default of payment, Bosch Rexroth has the right to claim the damage incurred due to the default (e.g. default interest, notice fees after the first written notice, collection charges) and to demand immediate payment in cash of all accounts receivable under the business relationship which are due and for which there is no defense.

4. Applicability of General Terms and Conditions of Purchase

The General Terms and Conditions of Delivery, available at <https://www.boschrexroth.com/en/xc/home/legal>, shall apply unless otherwise provided for in these Terms and Conditions.

5. Rights of use

Documentation and other electronic content provided by Bosch Rexroth contain information and content that is protected by copyright. They may not be used for any purposes other than the intended contractual use. The Customer acquires a non-exclusive, non-transferable right of use for this. Without the approval of Bosch Rexroth in writing, the following is not permissible in particular: making additional reproductions of the information or content, editing or processing it, disclosing it to third parties or making it available to the public. The Customer may not remove copyright notices, trademarks, digital watermarks or other reservations of rights from information or content.

7. Copyright

- 7.1. The Customer undertakes to treat information and other materials which Bosch Rexroth has marked "confidential" or which is/are otherwise to be considered confidential (hereinafter: "**Confidential Information**") in confidence and not to make it/them available to third parties. In order to protect the Confidential Information, the Customer shall apply the same degree of care (but not less than a reasonable degree of care) as it applies to its own Confidential Information of similar importance.

- 7.2. The confidentiality obligation pursuant to sub-section 1.7.1. above does not apply to Confidential Information which
- (i.) was already in the lawful possession of the Customer before being disclosed by Bosch Rexroth;
 - (ii.) is or becomes public knowledge without a violation of duty by the Customer;
 - (iii.) the Customer lawfully received from third parties without any secrecy obligations;
 - (iv.) was disclosed to third parties by Bosch Rexroth without any secrecy obligations;
 - (v.) was developed by the Customer itself;
 - (vi.) had to be disclosed by law; or
 - (vii.) was disclosed by the Customer with the prior consent of Bosch Rexroth in writing.

8. Data use and data protection

- 8.1. Bosch Rexroth complies with the statutory data protection provisions when processing personal data. The details of the data collected and the respective processing thereof are set out in the Provider's data protection notice below.

<https://www.boschrexroth.com/en/tr/data-protection-notice/>

- 8.2. Bosch Rexroth has the right to store, use, transfer and/or exploit all the information - except for personal data - that is contributed and created by the Customer in connection with the purchase order, for any purposes whatsoever beyond the purpose of the contract, for instance for statistical, analytical and internal purposes. This right is unlimited and irrevocable.

9. Other miscellaneous provisions

- 9.1. If any provision of these Terms and Conditions should be or become ineffective or unenforceable, the effectiveness and enforceability of the remaining provisions shall be unaffected thereby. In this case, the ineffective or unenforceable provision shall be replaced by a permissible and enforceable agreement which approximates most closely the economic purpose of the original ineffective or unenforceable provision. The above shall also apply accordingly to completing any contractual omissions.
- 9.2. The courts in Istanbul, Türkiye, shall have exclusive jurisdiction over all legal disputes arising out of or in connection with these Terms and Conditions. Bosch Rexroth has the right to take legal action at a court with jurisdiction at the principal place of business/establishment of the Customer.
- 9.3. The contractual relationships between the parties is governed by the law of Türkiye. The application of the UN Treaty on Contracts for the International Sale of Goods (CISG) is excluded.
- 9.4. **Export Compliance:** The parties mutually agree that each party is itself responsible for compliance with the import and export regulations respectively applicable to that party. All the Goods by Bosch Rexroth are subject to the provision that the performance thereof is not opposed by any impediments due to national or international export control regulations, in particular to embargos or other sanctions. Bosch Rexroth has the right to terminate the contract without notice if the termination is necessary in order for Bosch Rexroth to comply with national or international legal regulations. In the event of such termination, the Customer is precluded from claiming damages or other rights due to the termination.