

General Terms and Conditions for Trainings of Bosch Rexroth AG

Version: 07.08.2024

The following conditions (hereinafter: "TRAINING T&C") shall apply as a supplement to the "General Terms and Conditions of Deliveries and Services by Bosch Rexroth AG" (hereinafter: "T&C") to all training services, irrespective of whether they are offered as online events or as events with physical attendance (hereinafter collectively referred to as: "TRAINING") as well as to all PRODUCT orders by the customer (hereinafter: "CUSTOMER") from the training catalogue (hereinafter collectively referred to as: "SERVICES") of [Bosch Rexroth AG, Zum Eisengießer 1, 97816 Lohr am Main, Germany](https://www.boschrexroth.com/en/dc/legal-notice/) (hereinafter: "BOSCH REXROTH"). Any queries can be made to and complaints brought against BOSCH REXROTH by using BOSCH REXROTH's contact data. Any terms and conditions of BOSCH REXROTH for the registration and use of other digital services offered by BOSCH REXROTH (e.g. access to the Learn Cloud) shall remain unaffected by these TRAINING T&C. The T&C as well as the TRAINING T&C are available at <https://www.boschrexroth.com/en/dc/legal-notice/>.

1. General provisions

1.1. The meaning set out in the preamble of these TRAINING T&C and as defined in the T&C applies to capitalized terms used in these TRAINING T&C.

1.2. **The SERVICES offered address entrepreneurs only.**
For the purpose of these TRAINING T&C 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 (section 14 (1) German Civil Code (BGB)).

2. Online ordering

2.1. The CUSTOMER can view current TRAININGS with prices and dates on the TRAININGSfinder on the Academy website of BOSCH REXROTH or on other BOSCH REXROTH websites (hereinafter referred to as the ONLINE-OFFER). Upon receipt of the binding order request, the CUSTOMER will receive an email notification confirming receipt of the order request and listing the details of the order request again.

2.2. The online offer constitutes a non-binding request to the CUSTOMER to place an order for SERVICES. Only by ordering a SERVICE, a binding offer made to BOSCH REXROTH is made by the CUSTOMER. The contractual relationship is established when the CUSTOMER receives written order confirmation from BOSCH REXROTH.

2.3. The text of these TRAINING T&C is stored by BOSCH REXROTH; it can no longer be accessed by the CUSTOMER once the contract has been entered into. Prior to confirming the order, the CUSTOMER can print out the contract text by using the print function on the browser or he can store the text electronically. The contract language is English.

3. Prices and payment

3.1. The prices of the ONLINE-OFFER apply. All prices stated are, unless indicated otherwise, prices in EUR (Euro) and are exclusive of the statutory value added tax applicable at the time.

3.2. For the CUSTOMER, the TRAINING fees include participation at the TRAINING event, use of the technical equipment provided for learning purposes, the TRAINING materials and, if offered, catering during breaks and one lunch per full-day seminar. Travel and accommodation expenses of the participant are not included.

3.3. The attendance fees for special events shall be agreed in writing.

4. Rights of Use

4.1. TRAINING documents and other electronic content provided by BOSCH REXROTH, e.g. in connection with digital learning offers, animations etc., contain information and content that is protected by copyright. They may only be used for conducting the TRAINING and expanding the knowledge of the CUSTOMER. 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.

5. Conducting TRAINING

5.1. The commencement time, duration and venue of the TRAINING can be found in the ONLINE-OFFER or, with respect to special events, they shall be agreed separately between the parties. The CUSTOMER is obliged to comply with any regulatory and security regulations that apply at the event venue.

5.2. Both for events in the TRAINING program and also for special events, BOSCH REXROTH shall perform the TRAINING either independently itself or through third parties engaged by BOSCH REXROTH. The scope, form, topics and target of the TRAINING will be specified in the ONLINE-OFFER program or stipulated in an explicit agreement between the parties.

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- 5.3. If the number of registrations for an event is insufficient according to the minimum number of participants envisaged for a TRAINING or if it is not possible to conduct a TRAINING in a proper manner for other reasons for which BOSCH REXROTH is not accountable, e.g. if the trainer is ill or due to force majeure, BOSCH REXROTH has the right to cancel the TRAINING or to postpone it or to conduct it on a different date to be agreed. If a TRAINING is cancelled by BOSCH REXROTH (except in the event of force majeure), any TRAINING fees already paid to BOSCH REXROTH will be refunded in full. Any claims for compensation or consequential costs incurred by the CUSTOMER or third parties due to the cancellation or postponement of TRAINING or individual lessons are precluded in any event.
- 5.4. Prior to or during the TRAINING, BOSCH REXROTH has the right to undertake any content-related, methodological and organizational changes or deviations that are necessary, insofar as these do not considerably alter or eliminate the use for the CUSTOMER of the TRAINING booked. Lecturers who may have been planned in advance can, in case of need, be replaced by other persons who are similarly qualified in relation to the notified subject. This does not entitle the CUSTOMER either to withdraw from the contract or to reduce the TRAINING fee.
- 5.5. Unless otherwise agreed, TRAINING documents are made available online via the online learning platform. The complete use of the online learning platform requires prior registration by the participant. In addition, a registration for the use of the training methods eLearning and Online Training Blended Learning is mandatory. The "Terms and Conditions for the Registration and Use of Digital Services of Bosch Rexroth AG" apply, which must be accepted upon registration.

6. Revocation and rebooking of TRAININGS

- 6.1. The CUSTOMER can, unless otherwise explicitly excluded, revoke the contract free of charge by giving notice in writing or in text form to the BOSCH REXROTH at least three calendar weeks' (21 days) prior to commencement of a TRAINING. The decisive date for compliance is the date on which the notice of revocation is received by BOSCH REXROTH. If the notice of revocation from the contract is not given in good time, 100 % of the TRAINING fee plus the statutory amount of VAT due thereon, if applicable, will be retained per participant. This also applies if a registered participant fails to attend. TRAINING fees that have already been paid will be refunded if the notice of revocation is given in good time,

provided that the obligation to pay the training fee ceases to apply in accordance with this provision.

- 6.2. The CUSTOMER can nominate a substitute for the registered participant free of charge. BOSCH REXROTH must be notified of this in writing or in text form prior to commencement of the TRAINING. Rebooking for a different TRAINING date or a different TRAINING is permissible free of charge latest until 10 days prior to commencement of the TRAINING in writing or in text form, but only once per registered participant and for one TRAINING booked by that CUSTOMER. The decisive date for compliance is the date on which the notice of rebooking is received by BOSCH REXROTH. If individual TRAINING units are not attended, this does not entitle the CUSTOMER to reduce the invoice amount unless non-attendance was due to the fault of the BOSCH REXROTH.
- 6.3. If the event of failure to attend, the TRAINING documents will not be provided either in print or by electronic media.
- 6.4. BOSCH REXROTH, however, has the right to exclude a participant from a TRAINING without refunding the TRAINING fees if the participant behaves in a manner so as to permanently jeopardize achievement of the TRAINING purpose by other participants or so as to violate the regulatory and security regulations applying at the event venue. If a participant is excluded, the refund of the TRAINING fee and of any other expenditures made on participation at the TRAINING event is precluded.

7. Liability

- 7.1. Insofar as SERVICES are rendered in return for payment, liability is governed accordingly by the respective stipulations of the T&C.
- 7.2. Insofar as SERVICES are rendered free of charge, BOSCH REXROTH does not assume any liability for damage ensuing from the use of the SERVICES except in cases of gross negligence or intent or in the event of injury to life or limb or impairment to the health of a person. Any possible liability for damage under the Product Liability Act [Produkthaftungsgesetz] is not excluded by this.

8. Information on online dispute resolution

- 8.1. The European Commission provides a platform for online dispute resolution (ODR). This platform is intended to serve as a point of contact for the extrajudicial resolution of disputes relating to contractual obligations of online purchase contracts and online service contracts. The platform can be accessed at: <http://ec.europa.eu/consumers/odr/>.