

Terms and Conditions for Goods Ordered Online (eShop)

Version: 22.10.2019

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: **“Services”**) of the following supplier:

Bosch Rexroth Canada Corp.

490 Prince Charles Drive South

Welland, Ontario L3B 5X7

E-mail: EBUSINESS@BOSCHREXROTH.CA

Telephone: +1(855)739-7684 (Mondays to Fridays from 08:00 am to 5:00 pm excluding holidays)

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

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 does not explicitly object to them or if the customer makes a reference to them in its purchase order.
- 1.3. The Services 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 (section 14 (1) BGB).

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 Service 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.
- 2.2. The online offer constitutes a non-binding request to the customer to place an order for Services. Only when a Service is booked by the customer is a binding offer made to the Provider by the customer. 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 contract text is stored by Bosch; 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 English.

3. Prices and payment

- 3.1. The prices valid at the time when the customer places the order shall apply. All prices stated are, unless indicated otherwise, final prices in CAD\$ and are inclusive of the statutory value added tax applicable at the time.
- 3.2. Unless otherwise agreed, invoices shall be paid 30 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. Bosch 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 CAD\$ 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 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. Liability

4.1. Liability for Services that are subject to charge:

- 4.1.1. Bosch shall be liable in accordance with the statutory provisions (i) in the event of intent or gross negligence, (ii) in accordance with the provisions of the German Product Liability Act [*Produkthaftungsgesetz*], (iii) to the extent of a guarantee provided by Bosch; and (iv) in the event of injury to life or limb or impairment to the health of a person.
- 4.1.2. In the event of property or pecuniary damage caused by simple negligence [*einfache Fahrlässigkeit*], insofar as no liability pursuant to sub-section 4.1.1. is involved, Bosch and the persons engaged by it in performance of its obligations [*Erfüllungsgehilfe*] shall only be liable in the event of a violation of a material contractual obligation, the amount of this is limited, however, to the damage that was foreseeable and typical of the contract at the time when the contract was entered into; material contractual obligations [*wesentliche Vertragspflichten*] are those obligations whose performance characterizes the contract and which the customer may rely on being performed (hereinafter referred to as "**Material Obligation**").
- 4.1.3. The amount of the liability of Bosch under sub-section 4.1.2. above is, without prejudice to the regulation of sub-section 4.1.1., limited to 100% of the amount of the remuneration which the customer has paid to the Provider in the last twelve months preceding the event giving rise to the damage, but to at least Euro 50,000.00.
- 4.1.4. Any further liability of Bosch is excluded. This applies in particular to claims for damages due to *culpa in contrahendo*, due to other violations of duty and due to claims on account of tort/delict for compensation of property damage pursuant to section 823 BGB.
- 4.1.5. Limitations of liability provided for by statute (e.g. pursuant to sec. 44a German Telecommunications Act (TKG)) which deviate from the above liability provisions to Bosch's advantage shall remain unaffected.
- 4.1.6. The above limitations of liability shall also apply in the event of fault by a person engaged by Bosch in performance of its obligations [*Erfüllungsgehilfe*] and to the personal liability of the employees, representatives and corporate bodies of Bosch.

4.2. Liability for Services that are free of charge:

Insofar as Services are rendered free of charge, Bosch 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.

5. Applicability of General Terms and Conditions of Purchase

The General Terms and Conditions of Delivery, available at https://www.boschrexroth.com/en/ca/home_5/terms_and_conditions, shall apply unless otherwise provided for in these Terms and Conditions.

5. Rights of use

Documentation and other electronic content provided by Bosch 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 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, trade marks, 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 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;
 - (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 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 in writing.

8. Data use and data protection

- 8.1. Bosch 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.
- 8.2. Bosch 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 of Ontario, Canada, shall have exclusive jurisdiction over all legal disputes arising out of or in connection with these Terms and Conditions. Bosch 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 the province of Ontario, Canada. 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 Services by Bosch are subject to the proviso 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 has the right to terminate the contract without notice if the termination is necessary in order for Bosch 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.
- 9.5. **Information on online dispute resolution:** 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/>.

Notice pursuant to section 36 German Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz (VSBG)): Bosch is not obliged to take part in dispute resolution procedures before a consumer conciliation body and has decided against taking part therein on a voluntary basis.