

# General Terms and Conditions for the Rexroth eShop of Bosch Rexroth AG

## 1. General

The following General Terms and Conditions, in their version valid at the time the purchase order is placed, shall apply exclusively to the commercial relationship between Bosch Rexroth AG, Zum Eisengiesser 1, 97816 Lohr am Main, Germany (hereinafter referred to as the "vendor"), and the customer in the Rexroth eShop. Terms and conditions opposing or deviating from these Terms and Conditions shall not apply unless the vendor has expressly approved the application thereof in writing.

## 2. User registration

- 2.1 Registration in the Rexroth eShop is free of charge. There is no entitlement to claim admission to the vendor's electronic shop system. It is a precondition of registration that the customer shall apply for registration as a natural person or legal entity or a partnership with legal capacity, with the intention of exercising a commercial or independent professional activity, i.e. an entrepreneur as defined by Section 14 (1) of the German Civil Code (BGB). Registration is subject to the General Terms and Conditions of Use for the services of Bosch Rexroth AG, in the currently valid version, available via the website [www.boschrexroth.com](http://www.boschrexroth.com).
- 2.2 The customer has the right to demand deletion of the registration in writing at any time, providing the deletion does not prevent the processing of current contractual relationships.

## 3. Data protection

- 3.1 All personal data provided by customers is exclusively collected, processed and stored by Bosch Rexroth in accordance with the provisions of the German Data Protection Act.
- 3.2 It is necessary to use personal data in order to process the agreement concluded with the customer. Any further use shall require the express approval of the customer. Details regarding the data collected and its specific use are defined in the data protection declaration. No data shall be communicated to third parties outside of the Bosch Rexroth Group, with the exception of sales partners. The sales partners shall comply with the data protection standards of Bosch Rexroth.

## 4. Contractual performance

Bosch Rexroth maintains a website on which merchandise is offered to the customer. Products may be selected from this range of merchandise, placed in a shopping basket and sent to Bosch Rexroth in the form of a purchase order. Before sending the purchase order, the customer may once again check the input data on a confirmation screen and make any necessary corrections.

## 5. Conclusion of the agreement, establishing contact

- 5.1 The Rexroth eShop represents a non-binding invitation to the customer to order goods. The Rexroth eShop may be subject to reasonable technical or other modifications.
- 5.2 In placing a purchase order by clicking the "kaufen" or "buy" button, the customer submits the binding offer to enter into a contract. Receipt of the customer's purchase order shall be confirmed without delay. The confirmation of receipt does not in itself represent a binding approval of the purchase order, but merely provides information that the customer's order has been received. The purchase agreement shall become effective either by sending an order confirmation or by dispatching the ordered goods to the customer, at the discretion of Bosch Rexroth. Bosch Rexroth reserves the right to combine the confirmation of receipt with a declaration of approval.
- 5.4 If there are any queries regarding the purchase order, the customer may contact Bosch Rexroth <Department>:  
Phone: 09352 180 (Monday to Friday from 8 AM to 7 PM)  
E-mail: [info@boschrexroth.de](mailto:info@boschrexroth.de)
- 5.5 The vendor stores the agreement text and sends it to the customer, together with the effectively included General Terms and Conditions of Business for the Rexroth eShop as well as the General Terms and Conditions of Supplies and Services of Bosch Rexroth AG via e-mail with the order confirmation.

## 6. Delivery and shipping

- 6.1 The goods are delivered according to the delivery conditions agreed with the customer. Shipping costs agreed in this regard shall be calculated by the vendor according to prudent commercial judgment, and invoiced to the customer separately. If no delivery conditions have been agreed, the delivery shall be FCA from the vendor's dispatch center (INCOTERMS ® 2010). Delivery periods shall only be binding if agreed in writing with the vendor. In case of doubt, the delivery deadlines indicated in the order confirmation shall apply.
- 6.2 If, at the customer's request, the goods are dispatched to a location other than the place of business entered during the registration process, the type of transportation shall be at the vendor's discretion, except where otherwise stipulated by the customer. A transport insurance policy shall only be concluded if this is requested by the customer and at the customer's expense.

**7. Prices and payment**

Prices are calculated on the basis of the list prices valid on the date of delivery plus VAT, unless customer-specific regulations apply. No additional costs shall be invoiced to the customer on account of placing the purchase order using telecommunications equipment. The goods shall be paid for according to the terms and conditions of payment agreed with the customer.

**8. Vendor's identity**

8.1 The provider of the Rexroth eShop is

Bosch Rexroth AG  
Zum Eisengiesser 1  
97816 Lohr am Main  
Phone: 09352 180 (Monday to Friday from 8 AM to 7 PM)  
E-mail: [info@boschrexroth.de](mailto:info@boschrexroth.de)

8.2 Complaints may be submitted to the address stated above.

**9. Deliveries and services**

In addition, the General Terms and Conditions of Supplies and Services of Bosch Rexroth AG as of October 2012 shall apply to both purchase and delivery.

**10. General provisions**

10.1 Should one provision of these General Terms and Conditions and the other agreements concluded be or become invalid, the validity of the remaining conditions shall remain unaffected. The contractual partners shall replace the invalid provision by a ruling approximating most closely the economic success intended by the invalid provision

10.2 The place of jurisdiction shall be Stuttgart (for district court proceedings, the district court in 70190 Stuttgart) or, at the vendor's discretion, the office of the operating facility executing the order if the customer is a registered merchant, a legal entity under public law or a special fund under public law or does not have a general domestic place of jurisdiction or, after concluding the agreement, moves its domestic domicile or place of permanent residence to a foreign country or if its domicile or place of permanent residence are not known at the time the claim is raised. The vendor may also raise a claim before a court which is responsible for the registered office or a subsidiary of the customer.

10.3 German law shall apply exclusively to all legal relationships between the vendor and the customer, excluding the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Bosch Rexroth AG, as of April 2015