

Terms and Conditions for Trainings and Goods Ordered Online

Version: 05.11.2019

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 training services, irrespective of whether they are offered as online events or as events with physical attendance (e.g. guided tours, workshops, coaching, webinars), and to all other goods and services ordered online (hereinafter collectively referred to as: “**Services**”) of the following supplier:

Bosch Rexroth AG

Zum Eisengiesser 1

97816 Lohr am Main, Germany

E-mail: info@boschrexroth.de

Telephone: + 49 9352 180 (on working days on Mondays to Fridays from 08:00 am to 5:00 pm)

(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 both consumers and entrepreneurs equally. For the purpose of these Terms and Conditions: (i.) a “**consumer**” means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession (section 13 German Civil Code (BGB)), and (ii.) 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).
- 1.4. If the customer is a consumer, access to digital services of the Provider is only permitted within Germany, and goods are only supplied within Germany.

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 a training 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 training 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 German.

- 2.4. **If the customer is a consumer, he has a statutory right of withdrawal. The conditions for and legal consequences of such withdrawal are set forth in subsection IV.Fehler! Verweisquelle konnte nicht gefunden werden. or IV.Fehler! Verweisquelle konnte nicht gefunden werden. of these Terms and Conditions, depending on the Service concerned.**

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 EUR (Euro) 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 EUR (Euro) is debited prior to performance of the Service, i.e. before the goods are shipped/a registration code is sent/a learning platform is activated or training commences, etc. The booking text on the customer's credit card statement will indicate the Provider and/or the training 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. If the customer is an entrepreneur, 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. Rights of use

Training documents and other electronic content provided by Bosch, e.g. in connection with digital learning offers, knowledge subscriptions, animations etc., contain information and content that is protected by copyright. They may not be used for any purposes other than conducting the training service 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 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.

6. Copyright

- 6.1. 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.
- 6.2. The confidentiality obligation pursuant to sub-section 1.6.1. 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.

7. Data use and data protection

- 7.1. 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.

- 7.2. 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.

8. Other miscellaneous provisions

- 8.1. 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.
- 8.2. If the customer is an entrepreneur, public law legal person or public law special fund, the courts of Stuttgart, Germany, 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. The same applies if the customer is not subject to general jurisdiction in Germany or if his domicile or habitual residence is unknown at the time when the legal action is brought.
- 8.3. The contractual relationships between the parties is governed by the law of the Federal Republic of Germany. If the customer is a consumer, this choice of law applies only insofar as the protection afforded is not withdrawn by mandatory provisions of the law of the country in which the customer has his habitual residence (principle of favorability [*Günstigkeitsprinzip*]). The application of the UN Treaty on Contracts for the International Sale of Goods (CISG) is excluded.
- 8.4. **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.
- 8.5. **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.

II. Special Terms and Conditions for Training Services

The following Special Terms and Conditions apply in addition to the general provisions set out in section I above to all performance rendered as Services, irrespective of whether they are offered online or as events with physical attendance (e.g. guided tours, workshops, coaching, webinars etc.) (hereinafter: **“Training Service(s)”**).

1. Conducting Training Services

- 1.1. The commencement time, duration and venue of the Training Service can be found in the training program valid at the time when the order is placed 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.
- 1.2. Both for events in the training program and also for special events, Bosch shall perform the Training Services either independently itself or through third parties engaged by Bosch. The scope, form, topics and target of the training will be specified in the training program or stipulated in an explicit agreement between the parties.
- 1.3. If the number of registrations for an event is insufficient according to the minimum number of participants envisaged for a training event or if it is not possible to conduct a training event in a proper manner for other reasons for which Bosch is not accountable, e.g. if the trainer is ill, Bosch has the right to cancel training events or to postpone them or to conduct them on a different date to be agreed. If a training event is cancelled by Bosch, any training fees already paid to Bosch 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 events or individual lessons are precluded in any event.
- 1.4. Prior to or during the training event, Bosch 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 event 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.
- 1.5. If training materials are provided on electronic media, e.g. tablets, Bosch shall provide the customer with the manufacturer’s contact data incl. proof of the guarantee and service of the device provided. Bosch shall transfer its warranty rights vis-à-vis the device supplier in full to the customer as the owner of the device.

2. Support for educational measures

It may be possible to apply for vocational training support for the Training Services offered. Applications are to be filed to the German Federal Labor Agency (*Bundesagentur für Arbeit*) or to the Job Centers (*Jobcenter*) in accordance with the Directives of the Third Book of the German Social Security Code (SGB III). Measures which are given this support are promoted by funding the training fees by means of so-called “educational checks” or by direct payment of the costs by the entity providing the support. The customer has to secure the support in advance together with the advisor responsible for the customer at the German Federal Labor Agency. The costs are owed by the customer in any case. If the vocational support for the customer to participate at the training event booked is not given approval, then the customer can only withdraw from the contract free of charge in accordance with section II.3.

3. Revocation and rebooking of Training Services

- 3.1. The customer can revoke the contract free of charge by giving notice in writing or in text form to the Provider at least three calendar weeks’ (21 days) prior to commencement of a training event. The

decisive date for compliance is the date on which the notice of revocation is received by the Provider. 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. 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.

- 3.2. The customer can nominate a substitute for the registered participant free of charge. The respective Provider must be notified of this in writing or in text form prior to commencement of the training event. Rebooking for a different training date or a different training event is permissible at any time in writing or in text form, but only once per customer and for one training event booked by that customer. 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 Provider.
- 3.3. If the event of failure to attend, the training documents will not be provided either in print or by electronic media.
- 3.4. Bosch, however, has the right to exclude a participant from a training event 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.

4. Prices and payment (supplementing section I.3.)

- 4.1. 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.
- 4.2. The attendance fees for special events shall be agreed in writing.

III. Special Terms and Conditions for goods ordered online

The following special Terms and Conditions apply in addition to the general provisions set out in section I above to all goods of the Provider which the customer orders online (hereinafter: “**Goods**”). If the customer is an entrepreneur, the General Terms and Conditions for Supplies and Services of the Provider, available at: <https://www.boschrexroth.com/de/de/home/rechtliche-hinweise>, apply in addition unless otherwise stipulated in these Terms and Conditions.

1. Warranty

If the customer is a consumer, the statutory claims for defects shall apply.

2. Retention of title

- 2.1. Bosch reserves title in and to the Goods until the purchase price is paid in full.
- 2.2. Pending transfer of title, the customer is obliged to treat the Goods with care. If any maintenance and service work is required on the Goods subject to retention of title, the customer shall conduct this work in good time at its own expense.
- 2.3. The customer is not entitled to make any other dispositions of the items in which Bosch has retained title or holds joint title or with regard to accounts receivable which have been assigned to Bosch. Any attachments or other impairments to the rights in the items partially or fully owned by Bosch must be notified to Bosch by the customer without undue delay. The customer shall bear all the costs which have to be expended on cancelling the attachment by third parties of the items in which Bosch has reserved title or owns as security and which have to be expended on recovering the item, insofar as these cannot be collected from third parties.
- 2.4. If the value of the security existing for Bosch should exceed Bosch's claims by more than 10 % overall, Bosch shall, if so requested by the customer, release security at Bosch's election to this extent.

IV. Right of withdrawal

If the customer is a consumer, the customer is entitled to a statutory right of withdrawal. The conditions and legal consequences of the withdrawal are set forth for Training Services in sub-section IV.1. below and for supplies of Goods in sub-section IV.2. of these Terms and Conditions.

1. Withdrawal from Training Services

-Instructions on the right of withdrawal-

You have the right to withdraw from this contract within fourteen days without stating the grounds.

The period for withdrawal is fourteen days from the date on which the contract was entered into.

In order to exercise your right of withdrawal you have to make an unequivocal statement (e.g. a letter sent by post, telefax or e-mail) to

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E-mail: info@boschrexroth.de

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informing them of your decision to withdraw from this contract. You can also use the attached specimen Withdrawal Form for this, but that is not mandatory. In order to meet the deadline for withdrawal, it suffices if you send the notification that you are exercising your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract we shall reimburse to you all payments we have received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a type of delivery different to the least expensive standard delivery offered by us), without undue delay and not later than fourteen days from the day on which we received the notification of your withdrawal from this contract. We shall carry out such reimbursement using the same means of payment as you used for the initial transaction, unless explicitly agreed otherwise with you; in no event will you incur any charges as a result of this reimbursement. If you have requested that the Services commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the share of the Services already rendered, compared with the total scope of the Services provided for under the contract, up until the time when you notified us that you were exercising your right to withdraw from this contract.

- End of the Instructions on the right of withdrawal -

2. Withdrawal for supplies of Goods

- Instructions on the right of withdrawal -

You have the right to withdraw from this contract within fourteen days without stating the grounds. The period for withdrawal is fourteen days from the date

(Variant 1: in case of a purchase contract) on which you or a third party named by you, who is not the carrier, took possession of the Goods;

(Variant 2: in the case of a contract for several Goods which you ordered under one overall purchase order but which were delivered separately) on which you or a third party named by you, who is not the carrier, took possession of the last Goods;

(Variant 3 in the case of a contract for the supply of Goods in several part consignments or pieces) on which you or a third party named by you, who is not the carrier, took possession of the last part consignments or the last piece.

In order to exercise your right of withdrawal you have to make an unequivocal statement (e.g. a letter sent by post, telefax or e-mail) to

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informing them of your decision to withdraw from this contract. You can also use the attached specimen Withdrawal Form for this, but that is not mandatory. In order to meet the deadline for withdrawal, it suffices if you send the notification that you are exercising your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments we have received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a type of delivery different to the least expensive standard delivery offered by us), without undue delay and not later than fourteen days from the day on which we received the notification of your withdrawal from this contract. We shall carry out such reimbursement using the same means of payment as you used for the initial transaction, unless explicitly agreed otherwise with you; in no event will you incur any charges as a result of this reimbursement.

We can refuse to carry out the reimbursement until the Goods have been returned and received by us or until you have demonstrated that you returned the Goods, depending on whichever is the earlier.

You have to return or hand over the Goods to us without undue delay and in any event not later than fourteen days from the day on which you notified us of your withdrawal from this contract. The deadline is met if you dispatch the Goods before the fourteen-day period expires.

You shall bear the direct costs of returning the Goods. You shall only bear any loss of value of the Goods if such loss of value is due to handling the Goods in a manner that is not necessary for an examination into the quality, characteristics and functioning of the Goods.

- End of the Instructions on the right of withdrawal -

3. Exclusion of the right of withdrawal from the contract

There is no right to withdraw from a contract for supplies of audio or video recordings (e.g. CD, music or video cassettes) or of computer software in sealed packaging if the seal has been removed after delivery.

Further, there is no right to withdraw from a contract for Goods which are not prefabricated and where an individual selection or specification by the consumer is decisive for the production thereof or which are clearly tailored to suit the personal needs of the consumer.

In addition, there is no right to withdraw from contracts for the delivery of newspapers, periodicals or magazines, with the exception of contracts for subscriptions.

4. Specimen withdrawal form

Specimen withdrawal form

If you wish to withdraw from the contract, kindly complete and return this form

To: **Bosch Rexroth AG**

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I/we () hereby withdraw from the contract entered into by me/us (*) on the purchase of the following Goods (*)/ performance of the following Service (*):*

Ordered on ()/received on (*):*

Your name:

Your address:

Your signature (only if the notification is on paper)

Date

() Delete or complete as applicable*