

General Terms and Conditions for training events of Bosch Rexroth AG and Robert Bosch Manufacturing Solutions GmbH

1. Scope

- 1.1. These General Terms and Conditions apply in their version valid at the conclusion of the contract for all training measures between Bosch Rexroth AG, Zum Eisengießer 1, 97816 Lohr am Main and Robert Bosch Manufacturing Solutions GmbH, Wernerstr. 51, 70469 Stuttgart (hereinafter referred to as "**Bosch**") and the customer. The text of these General Terms and Conditions will be stored by Bosch and will be made available to the customer electronically at his/her request.
- 1.2. Deviating, conflicting or supplementary General Terms and Conditions of the customer will not become part of the contract, even if Bosch does not expressly object to them or the customer refers to them when ordering. Contractual conditions of the customer do not apply even if Bosch unconditionally accepts the services of the customer with knowledge of these contractual conditions. They only apply if Bosch has approved of their validity expressly in writing.
- 1.3. The goods and service offered by Bosch online in the training catalogue are aimed equally at consumers and entrepreneurs, but only at end users. For purposes of these General Terms and Conditions, (i) a "**consumer**" is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity (§ 13 BGB), and (ii) an "**entrepreneur**" is a natural or legal person or a joint partnership with legal capacity that, upon conclusion of the contract, acts in the exercise of their commercial or independent professional activity (§ 14 para. 1 BGB).
- 1.4. The validity of the training conditions is independent of the venue of the training offered or the company performing the training.

2. Training catalogue

- 2.1. Bosch publishes a training catalogue in which customers are presented with a range of services relating to the training and training systems offered by Bosch. Goods

and services can be selected from this range and can be sent to Bosch as an order. Order processing for customers outside of Germany is handled by the respective subsidiary of Bosch. The order can only be made in German or English.

3. Conclusion of contract

- 3.1. The training catalogue is a non-binding invitation to the customer to order services. Technical changes and other changes to the training catalogue are reserved within reasonable bound.
- 3.2. The ordering of a special event or registration for participation in an event in the current training program must be made done by the client in writing. In ordering a special event or the registration of a participant, the present Terms and Conditions are recognized. Bosch reserves the right to combine the acknowledgment of receipt with a declaration of acceptance.
- 3.3. Delivery reservation, dispatch and contact in case of goods deliveries.
 - a) The training catalogue is a non-binding invitation to the customer to order goods. Technical changes and other changes to the training catalogue are reserved within reasonable bounds.
 - b) At the discretion of Bosch, the purchase contract is concluded by sending a written order confirmation or by sending the ordered goods to the customer. Bosch reserves the right to combine the acknowledgment of receipt with a declaration of acceptance.
 - c) Bosch is entitled to limit the order to regular quantities for household use.
 - d) The goods are delivered according to the agreements made with the customer. The agreement of delivery and service periods and dates must be in writing. Delivery and service periods and dates are non-binding unless indicated as binding by Bosch beforehand. If it is reasonable for the customer, delivery in parts is permitted.

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- e) The conclusion of the contract is subject to the condition it is not performed or only partly performed in the event of incorrect or improper self-delivery. In the case of no availability, only partial availability and only temporary unavailability of the goods, the customer will be informed within ten working days. Any consideration already received will be refunded immediately.
- f) In the case of a delivery delay of more than two weeks, the customer has the right to withdraw from the contract. Incidentally, in this case, the provider is entitled to rescind the contract. In this case, the provider will immediately reimburse any payments already made by the customer.
- g) Delivery times specified by Bosch are calculated from the date of the order confirmation from Bosch, provided that the purchase price has been paid in advance. If no shipping time is specified for the respective goods in the training shop of Bosch, the order will usually be shipped within three working days.
- h) In the case of ordering and shipping within Germany, packaging and shipping are free of charge regardless of the order value unless stated otherwise in the offer.

4. Retention of title – transfer of ownership

- 4.1. Bosch reserves ownership of the goods as well as the training material and the respective carrier until full payment of the purchase price.
- 4.2. The customer is obligated to treat the goods with care until the transfer of ownership. If maintenance and inspection work is necessary for the goods subject to retention of title for the proper care of the goods, the customer must carry them out on time at his/her own expense.
- 4.3. If the customer is an entrepreneur, he/she is entitled to process or combine the goods for which Bosch has reserved ownership within the framework of his/her proper business operations. Bosch acquires co-ownership, which the customer will already transfer to Bosch, of the products resulting from the processing or combination to safeguard the claims by Bosch referred to in paragraph 1. The customer must keep the objects subject to the co-ownership of Bosch as a contractual ancillary obligation free of charge. The amount of the co-ownership share of Bosch is determined by the ratio of the value of

the goods (calculated according to the final invoice amount including VAT) and the item resulting from the processing or combination at the time of the processing or combination. The customer is entitled to resell in the ordinary course of business in exchange for cash payment or under retention of title. The customer hereby assigns to Bosch in full all claims arising from the resale of the goods with ancillary rights, regardless of whether the goods were processed further or not. The assigned claims serve to secure the claims of Bosch according to item 5.1. The customer is entitled to collect the assigned claims. At the request of Bosch, the customer must immediately notify Bosch in writing to whom he/she has sold the goods owned or co-owned by Bosch and which claims he/she is entitled to from the resale and issue officially attested documents about the assignment of the claims to Bosch.

- 4.4. The customer is not entitled to other dispositions regarding the items subject to reservation of title or co-ownership by Bosch or claims assigned to Bosch. The customer must immediately report seizures or other legal impairments of all or part of Bosch's belongings or claims to Bosch. The customer bears all costs that must be incurred to remove the access of third parties to reserved or secure property of Bosch and to replace the item, insofar as they cannot be collected by third parties.
- 4.5. If the value of the securities existing for Bosch exceeds Bosch's claims by more than 10% in total, Bosch will at the request of the customer, release securities at the discretion of Bosch.
- 4.6. If Bosch transfers carriers of training materials, e.g. tablets, directly to the customer in the context of training events, the customer must grant the participant the right to use them during the training event.

5. Liability for defects

- 5.1. If the customer is a consumer, the statutory claims for defects apply.
- 5.2. If the customer is an entrepreneur, the rules on liability for defects of the General Terms and Conditions for Deliveries and Services of Bosch Rexroth AG, version 2012; <https://www.boschrexroth.com/de/de/home/rechtlichehinweise> apply to the contracts for the delivery of goods.
- 5.3. Bosch provides the customer with the contact information of the manufacturer, including warranty and service documentation of the transferred carrier of training materials, e.g. tablet. Bosch assigns in full the warranty rights

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against carrier suppliers to the customer as the owner of the carrier.

6. Transfer of risk

6.1. The risk of accidental loss and accidental deterioration of the goods sold passes to the customer when the goods are handed over to the customer. The risk of transfer is the same if the customer delays acceptance.

7. Right of withdrawal

7.1. If the customer is a consumer, he/she has the right to withdraw. The prerequisites and legal consequences of the withdrawal arise from the following instructions on withdrawal.

a) Bosch Rexroth AG

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day (variant 1: in the case of a purchase contract) on which you or a third party named by you, who is not the carrier, has taken possession of the goods; (variant 2: in the case of a contract for several goods that you ordered in a single order and that are delivered separately) on which you or a third party named by you, who is not the carrier, has taken possession of the last goods; or (variant 3: in the case of a contract for the delivery of goods in several instalments or pieces) on which you or a third party named by you, who is not a carrier, has taken possession of the last instalments or the last piece. In the event that training is ordered, the opposition period is fourteen days from receipt of the order confirmation. To exercise your right of withdrawal, you must inform

Bosch Rexroth AG,
Bahnhofplatz 2, 97070 Würzburg,
E-mail: training@boschrexroth.de

of your decision to withdraw from this contract by means of a clear statement (e.g. with a letter sent by mail or with an e-mail). For this purpose, you can use the attached sample withdrawal form, which is not required. If you make use of this option, Bosch Rexroth will promptly send you (e.g. by e-mail) confirmation of the receipt of such a withdrawal. If you send the goods back without a clear declaration, Bosch Rexroth will assume that you wish to withdraw from this contract. To respect the withdrawal period, it is sufficient for you to send the notification about exercising the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, Bosch Rexroth will reimburse you for all payments that Bosch Rexroth has received from you, including the delivery costs (with the exception of the additional costs that arise from the fact that you selected a different type of delivery than the one offered by Bosch Rexroth), immediately and at the latest within fourteen days from the day on which the notice of withdrawal from this contract was received by Bosch Rexroth. For this repayment, Bosch Rexroth requires your account information, which we ask that you already indicate on the withdrawal. Under no circumstances will you be charged fees for this refund. You must return or transfer the goods promptly and in any case no later than fourteen days from the day on which you inform Bosch Rexroth of the withdrawal from this contract to Bosch Rexroth AG, Bahnhofplatz 2, 97070 Würzburg. The deadline is met if you send the goods before the deadline of fourteen days expires. Bosch Rexroth will bear the costs of returning the goods if you return the goods to Bosch Rexroth AG, Bahnhofplatz 2, 97070 Würzburg, and use the parcel service provider defined

by Bosch Rexroth. Otherwise, you will bear the immediate costs of returning the goods. You only have to pay for a possible loss in the value of the goods if this loss of value is the result of handling that is not necessary for the examination of the condition, characteristics and functionality of the goods.

End of instructions of withdrawal

Sample withdrawal form

If you want to withdraw from the contract, please fill in this form and return it to us.

To:
Bosch Rexroth AG
Bahnhofplatz 2
97070 Würzburg
E-mail: training@boschrexroth.de

- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods/services (*) and request a reversal transfer to the following bank address:
- Ordered on (*)/received on (*):
- Your name:
- Your address: - Your account information (IBAN) for the reversal transfer:
- Your signature (only for notification on paper):
- Date:

_____ (*) Delete as appropriate

b) Robert Bosch Manufacturing Solutions GmbH

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day (variant 1: in the case of a purchase contract) on which you or a third party named by you, who is not the carrier, has taken possession of the goods; (variant 2: in the case of a contract for several goods that you ordered in a single order and that are delivered separately) on which you or a third party named by you, who is not the carrier, has taken possession of the last goods; or (variant 3: in the case of a contract for the delivery of goods in several instalments or pieces) on which you or a third party named by you, who is not a carrier, has taken possession of the last instalments or the last piece. In the event that training is ordered, the opposition period is fourteen days from receipt of the order confirmation. To exercise your right of withdrawal, you must inform

Robert Bosch Manufacturing Solutions GmbH,
Wernerstr. 51, 70469 Stuttgart,
E-Mail: BCI.Training@bosch.com

of your decision to withdraw from this contract by means of a clear statement (e.g. with a letter sent by mail or with an e-mail). For this purpose, you can use the attached sample withdrawal form, which is not required. If you make use of this option, Bosch Rexroth will promptly send you (e.g. by e-mail) confirmation of the receipt of such a withdrawal. If you send the goods back without a clear declaration, Bosch Rexroth will assume that you wish to withdraw from this contract. To respect the withdrawal period, it is sufficient for you to send the notification about exercising the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

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If you withdraw from this contract, Robert Bosch Manufacturing Solutions will reimburse you for all payments that Robert Bosch Manufacturing Solutions has received from you, including the delivery costs (with the exception of the additional costs that arise from the fact that you selected a different type of delivery than the one offered by Robert Bosch Manufacturing Solutions), immediately and at the latest within fourteen days from the day on which the notice of withdrawal from this contract was received by Robert Bosch Manufacturing Solutions. For this repayment, Robert Bosch Manufacturing Solutions requires your account information, which we ask that you already indicate on the withdrawal. Under no circumstances will you be charged fees for this refund. You must return or transfer the goods promptly and in any case no later than fourteen days from the day on which you inform Robert Bosch Manufacturing Solutions of the withdrawal from this contract to Robert Bosch Manufacturing Solutions GmbH, Wernerstr. 51, 70469 Stuttgart. The deadline is met if you send the goods before the deadline of fourteen days expires. Robert Bosch Manufacturing Solutions will bear the costs of returning the goods if you return the goods to Robert Bosch Manufacturing Solutions GmbH, Wernerstr. 51, 70469 Stuttgart, and use the parcel service provider defined by Robert Bosch Manufacturing Solutions. Otherwise, you will bear the immediate costs of returning the goods. You only have to pay for a possible loss in the value of the goods if this loss of value is the result of handling that is not necessary for the examination of the condition, characteristics and functionality of the goods.

End of instructions of withdrawal

Sample withdrawal form

If you want to withdraw from the contract, please fill in this form and return it to us.

To:

Robert Bosch Manufacturing Solutions GmbH
Wernerstr. 51
70469 Stuttgart
E-mail: BCI.Training@bosch.com

- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods/services (*) and request a reversal transfer to the following bank address:
- Ordered on (*)/received on (*):
- Your name:
- Your address: - Your account information (IBAN) for the reversal transfer:
- Your signature (only for notification on paper):
- Date:

_____ (*) Delete as appropriate

7.2. According to § 312g para. 2 BGB, the right of withdrawal does not apply

- to the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or de-termination by the consumer is decisive, or that are clearly tailored to the personal needs of the customer;
- to the delivery of goods if, due to their nature, were inseparably mixed with other goods after delivery;
- to contracts for the delivery of audio or video recordings or computer software and print media in a sealed package if the seal was removed after delivery;
- to training services if the execution of the contract has already begun.

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- 7.3. Without limiting the right of withdrawal by returning the goods, the customer can contact Bosch before returning the goods to coordinate the return. In this case, Bosch creates a return slip. The customer can enclose this with the return.
- 7.4. In starting the download, logging onto the learning platform and participating in the training, the consumer agrees that Bosch will start with the execution of the contract before the expiry of the opposition period. The consumer is aware that in starting the download, logging onto the learning platform, and participating in the training, he/she grants consent for the beginning of the execution of the contract by Bosch and that his/her right of withdrawal will expire as a result.

8. Prices and payment

- 8.1. The prices at the time of the order apply. All prices are net values in euros in addition to the statutory value-added tax applicable at the time.
- 8.2. Invoices are payable without deduction 30 days after receipt and due date to the bank account specified by Bosch. We reserve the right to prepayment. If an Education Credit System is active for the measure, the following points apply: The customer can purchase Education Credits in accordance with the applicable Bosch price list. The remuneration for the Education Credits is due with the acquisition thereof. The customer can use the Education Credits to pay for training for a period of 3 years from the date of purchase. After this, the Education Credits will lose their validity and expire. A refund of unspent Education Credits will not be made in this case.
- 8.3. If payment by credit card or PayPal/PayPal Express is offered, the following applies: When paying by credit card, the invoice amount will be debited in EUR (euros) before the goods are shipped, the registration code/activation for the learning platform is sent or training starts. On the customer's credit card invoice, for example, the note "Bosch Rexroth Shop" appears in the booking text. Upon revocation of the charge to the credit card, the customer undertakes to pay the price plus any costs incurred within ten days of receipt of the service. These costs include, but are not limited to, the costs that arise from cancelling the charge to the credit card or due to non-payment.
- 8.4. If the customer defaults on a payment, Bosch is entitled to assert the delay damage (e.g. default interest, reminder fees after the first reminder, collection fees) as well as to

demand immediate cash payment on all due and undisputed claims from the business relationship.

- 8.5. The training fees include participation in the training, use of the technical equipment provided for learning and training materials. Travel and subsistence expenses of the participant are not included. Training materials may not be reproduced, processed or used for public reproduction without the written approval of Bosch.

9. Digital learning/ learning management system

- 9.1. Access to the measures of digital learning, including the learning management system, is usually password-protected and gained on the Internet using the access data assigned to the customer.
- 9.2. The access data is only valid for one user.
- 9.3. The customer is obliged to keep the access data and the passwords secret and to prevent unauthorized use of the measures by third parties.
- 9.4. In the event of abuse, Bosch is entitled to block access.
- 9.5. The customer is liable for any misuse he/she is responsible for.
- 9.6. The customer is responsible for creating the technical prerequisites for access to the measures for himself/herself, in particular with regard to the hardware and operating system software used, the connection to the Internet, including ensuring the connection speed, up-to-date browser software and the acceptance of the cookies transmitted by the provider's server, and bears all costs in connection with the fulfilment of these conditions. Bosch will inform the contracting party about the respective browser to be used on request.
- 9.7. In the case of the further development of the software platforms and other technical components of the system by the provider, it is the obligation of the contracting party to independently make the necessary adjustments to the software and hardware used by the contractual partner after being notified by the provider.
- 9.8. The digital learning measures are available on the Internet 24 hours a day, seven days a week. We reserve the right to downtime with regard to scheduled maintenance and technical malfunctions.

10. Cancellation

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10.1. In the event of a breach of contract by the customer, in particular in the event of a default in payment, Bosch is entitled to cancel the contract after the unsuccessful expiry of a reasonable period of grace without prejudice to other contractual and legal rights. Bosch is entitled to cancellation without granting a grace period if the customer discontinues his/her payments or requests the opening of insolvency proceedings or a comparable procedure for debt settlement against his/her assets. Without setting a grace period, Bosch is also entitled to cancellation (i) if a substantial deterioration of the financial circumstances of the customer occurs or is at risk of occurring, thereby jeopardizing the fulfilment of a payment obligation to Bosch or (ii) if the customer is insolvent or over indebted. The customer shall grant Bosch or its representatives immediate access to the items subject to retention of title after the declaration of cancellation and surrender them. After appropriate notification in good time, Bosch can otherwise utilize the objects subject to retention of title to satisfy due claims against the customer. Legal rights and claims are not restricted by the regulations contained in § 9.

10.2. Special regulations for cancellation in the case of training events: The customer can cancel the contract free of charge, subject to a period of notice of at least three calendar weeks (21 days) before the start of the event. The relevant time is the Bosch's receipt of the declaration of cancellation. If the cancellation is not made on time by three calendar weeks (or 21 days) before the start of the event, 100% of the participation fee plus applicable VAT will be retained for each participant. This also applies if the registered participant does not show up. However, the customer can appoint a representative in the place of the registered participant free of charge. This must be communicated in writing before the start of the event. The cancellation must be communicated to Bosch in writing or in the form of text. Fees that have already been paid will be reimbursed, provided that the obligation to pay the participation fee according to this provision has lapsed. Posting changes can be made at any time in writing or in the form of text, but only once per customer and for an event booked for him/her, to a different event date or even a different event. The non-use of individual training units does not justify a reduction of the invoice amount unless the non-participation is due to a fault of the organizer. In the case of a no-show, the training documents will not be made available by means of printed or electronic media.

10.3. Special regulations for cancellation in the case of digital

learning offers: A posting change or a cancellation is free of charge before the first login. After the first login, the full participation fee will be charged.

10.4. Bosch has the right to exclude a participant from the training without reimbursement of the training fees if the participant behaves in such a way that the achievement of the training purpose is seriously jeopardized for other participants or the house rules are violated.

10.5. If the participant is excluded by Bosch in accordance with item 10.4, the reimbursement of travel expenses and other expenses incurred for the participation in the training is excluded.

11. Intellectual property rights

11.1. The training documents and other electronic content provided by Bosch, for example in the context of digital learning offers, learning subscriptions, animations, etc., contain copyrighted information and content and may not be used for purposes other than to carry out the training event and the enhancement of the purchaser's knowledge. The purchaser acquires the non-exclusive, non-transferable right of use not limited in terms of space or time to the acquired digital content and to store it on his/her personal device. In particular, it is not permitted to make additional duplications of the document, in particular on end devices or media to which other persons have access, to edit the document or to pass it on or send it to third parties. The purchaser may not remove copyright notices, trademarks, digital watermarks and other legal reservations in the retrieved document. The provision for the use of necessary system requirements is incumbent on the customer.

11.2. Bosch is not liable for claims arising from the infringement of the industrial property rights or copyrights of third parties (hereinafter: property rights) if the property right is owned or was owned by the by the purchaser or by a company belonging to him/her directly or indirectly in terms of having the majority of the capital or voting rights.

11.3. Bosch is not liable for claims arising from the infringement of property rights unless at least one property right from the family of property rights is published by the European Patent Office or in any of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.

11.4. The purchaser must notify Bosch immediately of any known (alleged) infringement of property rights or related

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risks and, if Bosch so requests, transfer the conduct of legal disputes (including those out of court) to Bosch if possible.

11.5. At the discretion of Bosch, the purchaser is entitled to obtain a right of use for the product infringing on a property right or to modify it in such a way that it no longer violates the property right or to replace it with a similar product that no longer infringes on the property right. If this is not possible on reasonable terms or within a reasonable period of time, the purchaser shall be entitled to the statutory rights of cancellation if he/she has enabled Bosch to carry out a modification. Under the aforementioned conditions, Bosch is also entitled to cancellation. Bosch reserves the right to take the measures available under this item 11.5 sentence 1 even if the infringement of property rights has not yet been legally established or recognized by Bosch.

11.6. Claims of the purchaser are excluded insofar as he/she is responsible for the infringement of property rights or does not provide support to a reasonable extent in the defence against claims of third parties.

11.7. Moreover, claims of the purchaser are excluded if the products are manufactured according to the specification or the instructions of the purchaser or if the (alleged) infringement of the property right results from use in conjunction with another item not originating from Bosch or the products are used in a way that Bosch was not able to foresee.

11.8. The obligation of Bosch to pay damages in the event of infringements of property rights is otherwise governed by item 12.

11.9. The statutory periods apply accordingly to the term of limitation of claims due to infringements of property rights.

11.10. Further claims or claims of the purchaser other than those regulated in this item 11 due to the infringement of third-party property rights are excluded.

12. Limitation of liability and confidentiality

12.1. Bosch is liable for damages and compensation for futile expenses within the meaning of § 284 BGB (hereinafter "**damages**") due to a breach of contractual or non-contractual obligations only

- in the case of intent or gross negligence,
- in the case of negligent or intentional injury to life,

body or health,

- for the fraudulent concealment of a defect or the acceptance of a quality or durability guarantee,
- in the case of negligent or intentional violation of essential contractual obligations, i.e. obligations that make the execution of the contract possible and the observance of which the customer can regularly rely on or,
- for mandatory liability under the German Product Liability Law.

12.2. Compensation for the breach of essential contractual obligations is, however, limited to the contractually typical, foreseeable damage, unless there is intent or gross negligence or liability for injury to life, body or health or the acceptance of a quality or durability guarantee.

12.3. Liability for damages that goes further than provided for in this item 12 is, regardless of the legal nature of the asserted claim, excluded. This applies in particular to claims for damages arising from faults at the conclusion of the contract, due to other breaches of duty or due to tort claims for property damage as per § 823 BGB.

12.4. Insofar as the liability for damages against Bosch is excluded, this also applies with regard to the personal liability for damages of the employees, representatives and vicarious agents of Bosch.

12.5. Any change or burden of proof to the detriment of the customer is not linked to the above regulations.

12.6. If the customer is an entrepreneur, he/she releases Bosch from any disadvantages that may arise for Bosch through third parties due to damaging actions of the customer, no matter whether intentional or negligent.

12.7. The customer agrees to treat information and other materials that are identified by Bosch as "confidential" or otherwise to be treated as confidential (hereinafter: "**confidential information**") confidentially and not disclose them to third parties. To protect the confidential information, the customer must use the same level of care (but not less than an appropriate amount) as for their own confidential information of similar importance.

12.8. The obligation of secrecy according to item 12.7 does not apply to confidential information

- a) that was already in the lawful possession of the customer before the transfer by Bosch;
- b) that are or become publicly known by the customer

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without a breach of obligation;

- c) that the customer has received legally from third parties without confidentiality restrictions;
- d) that is disclosed to third parties by Bosch without confidentiality restrictions;
- e) that are developed by the customer himself/ herself;
- f) that must be disclosed by law; or
- g) that are disclosed by the customer with the prior written consent of Bosch.

13. Supplementary Terms and Conditions for training events

- 13.1. The beginning, duration and location of the training event can be found in the training program valid at the time of ordering or are agreed separately for special events. The customer is obligated to follow the order and safety regulations valid at the seminar location.
- 13.2. Bosch provides the services in the context of the events of the training program as well as in the context of special events itself, through employees and/or freelancers. The scope, form, topic and goal of the training are defined in the training program or by express agreement and adapted to the needs of the customers as well as to the current state of the art. The participation fee includes the costs for speakers, detailed work documents, catering during breaks and a lunch on each full seminar day, but not hotel reservations, accommodation, travel expenses, etc.
- 13.3. The participation fees are evident from the training program at the time of the order and/or are agreed upon in writing with the customer. All prices are net prices in euros plus the applicable statutory VAT. The total price is shown in the order confirmation.
- 13.4. If there are not enough registrations corresponding to the minimum number of participants for an event, or proper implementation of a training event is not possible for other reasons not attributable to Bosch, such as the trainer falling ill, Bosch has the right to cancel or postpone events or to arrange for a new date to be agreed upon. Participation fees already paid to Bosch will be fully reimbursed in the event of cancellation by Bosch. Replacement and follow-up costs of the customer and third parties due to the cancellation of events or postponement

of events or individual lessons are excluded in any case.

- 13.5. Bosch is entitled to make necessary changes or deviations in content, methodology and organization before or during the event, provided that they do not substantially change or cancel out the benefits of the announced event for the customer. If required, existing speakers can be replaced by a different person that has the same qualifications with regard to the topic announced, which does not justify cancellation or a reduction of the fee.

14. Supplementary liability conditions in the context of training events

- 14.1. The customer is liable for the participants registered by him/her in the event of culpable damage to the training equipment or materials. In the event of theft or a loss of items brought in by the customer or by individual participants, Bosch is only liable for intent and gross negligence.

15. Special provisions for funded educational measures

- 15.1. In the case of funded measures, the training costs are financed by so-called "**training vouchers**" or direct assumption of the costs by the funding agency. It is possible to submit an application to the German Federal Employment Agency or job centres for the financing of continuing vocational training according to the guidelines of the German Social Security Code, Third Book (SGB III). The training participants must ensure the financing in advance with their responsible adviser at the Federal Employment Agency. If participation in the booked training is not possible due to the non-approval of the funding, the customer can only cancel free of charge within the framework of §9.

16. Identities of the providers

- 16.1. Providers of the training shop are
Bosch Rexroth AG
Bahnhofplatz 2
97070 Würzburg
E-mail: training@boschrexroth.de

Robert Bosch Manufacturing Solutions GmbH
Wernerstr. 51
70469 Stuttgart
E-mail: BCI.Training@bosch.com

- 16.2. Complaints can be made under the aforementioned addresses of the provider.

17. Final provisions

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- 17.1. Should a provision of these Terms and Conditions and of further agreements made be or become ineffective, the validity of the remaining conditions will not be affected. The contracting parties are obliged to make every effort to replace the ineffective provision with a provision that comes as close as possible to its economic success.
- 17.2. The place of jurisdiction is Stuttgart (for district court proceedings, the district court in 70190 Stuttgart) or, at the discretion of Bosch, the place of business that executes the order if the customer
- is a merchant or
 - has no general domestic place of jurisdiction or
 - relocates his/her domicile or usual place of residence from within his/her home country after the conclusion of the contract or if his/her domicile or usual place of residence is not known at the time the legal action is brought. Bosch is also entitled to call a court that has jurisdiction over the customer's registered office or branch.
- 17.3. All legal relations between Bosch and the customer are governed exclusively by German law to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.4. The parties agree that each party is solely responsible for compliance with the applicable import and export regulations that apply to them. All services provided by Bosch SI are subject to the proviso that fulfilment does not conflict with any obstacles arising from national or international export control provisions, in particular embargoes or other sanctions. Bosch is entitled to terminate the contract without notice if the termination is required by Bosch to comply with national or international law. In the event of such a termination, the assertion of damage or the assertion of other rights by the customer due to the termination is excluded.
- 17.5. Re-exportation prohibition
- 17.5.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any services, goods or other deliveries supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, as amended from time to time.
- 17.5.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 17.5.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 17.5.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 17.5.1.
- 17.5.4 If the Customer breaches clause 17.5.1, 17.5.2 or 17.5.3 of this Contract, at least negligently, this shall entitle Bosch to immediately cease further deliveries to the Customer and to terminate this Contract and any contracts concluded under this Contract at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this Contract for cause shall not be affected by this.
- 17.5.5 The Customer shall immediately inform the Bosch about any problems in applying paragraphs 17.5.1, 17.5.2 or 17.5.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 17.5.1. The Customer shall make available to Bosch information concerning compliance with the obligations under paragraph 17.5.1, 17.5.2 or 17.5.3 within two weeks of the simple request of such information.
- 17.6. The customer and Bosch will endeavour to initially find a mutually agreeable solution to any disagreements or complaints as partners.

**Bosch Rexroth AG,
Robert Bosch Manufacturing Solutions GmbH**