

Terms and Conditions for Goods Ordered Online (eShop)

Version: 29 November 2019

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 Schweiz AG

Hemrietstrasse 2

8863 Buttikon

Schweiz

E-Mail: info@boschrexroth.ch

Telephone: + 41 55 46 46 111 (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 and/or Bosch Rexroth AG, Zum Eisengiesser 1, D-97816 Lohr am Main, Deutschland, for the registration and use of other services offered 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.
- 1.4. The Provider operates an online shop that presents a range of products to customers. The placement of orders with the Provider and corresponding deliveries are possible only within Switzerland.

2. Online booking incl. ordering process, entering into the contract, storing the contract text

- 2.1. During the process of making an online order for Service and before the order is completed online, the customer is given a notification of the costs arising, the payment and supply terms, any duration periods and of other relevant details. The customer then has the possibility of sending the booking by clicking the order button. Once the order has been received, the customer will be sent an e-mail notification confirming receipt of the order and listing the details of the order again.
- 2.2. The online offer constitutes a non-binding request to the customer to place an order for Services. By placing an order through clicking on the button “Buy now” or similar, the customer bindingly issues his contractual offer. Receipt of the order placed by the customer shall be confirmed without delay. Confirmation of receipt does not constitute a binding acceptance of the order, but merely serves as an acknowledgement that the customer’s order has been received. The contract of sale shall be concluded, at the discretion of Bosch, either by sending an order confirmation or by consigning the ordered service. Bosch reserves the right to combine the confirmation of receipt with a declaration of acceptance.
- 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 order, 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.

- 2.4. Delivery of the Services shall be performed in accordance with the agreements concluded with the customer. The agreement of delivery times and service periods and corresponding deadlines must be made in writing in order to be valid. Delivery and service periods and deadlines are non-binding, unless Bosch has declared these to be binding in advance and in writing.
- 2.5. The customer shall not be entitled to return or exchange ordered Services. Insofar as Bosch makes a corresponding concession to the customer in individual cases, this shall be done voluntarily, without prejudice and without any obligation on the part of Bosch.

3. Prices and payment conditions

- 3.1. The prices shown on the website at the time of the order shall be applicable to orders placed in the online shop. Unless otherwise shown, all prices are consumer prices in CHF (Swiss francs) and include the respective applicable statutory value added tax.
- 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 CHF (Swiss Francs) 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 ordered. If the debit from the credit card is rejected or revoked, 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 payment period expires without being used, the customer shall be deemed to be in default without any reminder. If the customer defaults on a payment, Bosch shall be entitled to charge default interest of 5% and the incurred costs (e.g. reminder and collection fees) as well as all due and uncontested claims arising out of the business relationship for immediate payment or to demand security for the claims. The assertion of further damages and other contractual and statutory rights remain expressly reserved.
- 3.6. The customer shall only be entitled to offset against counterclaims or to withhold payments to the extent that his counterclaims have been established by law or acknowledged by Bosch.

4. Claims for compensation

- 4.1. Bosch and its auxiliary persons shall be liable only for damages for breach of contractual and/or non-contractual obligations (i) in the case of wilful intent or gross negligence, (ii) in the case of negligent or wilful bodily injury, (iii) insofar as special manufacturer's warranties provide for this; and (iv) on the basis of mandatory statutory liability (e.g. product liability).
- 4.2. Compensation pursuant to Sec. 4.1. above is limited to direct damages; any possible liability for indirect and consequential damages of all kinds shall be contractually excluded, insofar as this is permitted by law.
- 4.3. The customer shall indemnify Bosch against all disadvantages that may be caused to Bosch by third parties due to customer's damaging activities, irrespective of whether these activities were caused intentionally or negligent.

5. Scope

Unless otherwise established by these Terms and Conditions, the General Terms and Conditions of Delivery for Machines and Systems of the Association of the Machine, Electrical and Metal Industry (SWISSMEM) in the version valid at the time of conclusion of the contract shall be applicable. These are available on the Bosch website under the following link: https://www.boschrexroth.com/de/ch/home_3/rechtliche_hinweise.

6. 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, non-sublicensable 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, trademarks, digital watermarks or other reservations of rights from information or content.

7. Confidentiality

- 7.1. The customer undertakes to keep all business or technical information derived from Bosch (including characteristics ascertained from any possible presented items or software, as well as other knowledge or experience) and other materials that Bosch has marked "confidential" or "secret" or which are otherwise to be considered confidential or secret (hereinafter: "**Confidential Information**") secret from third parties and not to make this available to any third party. 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 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 independently of the contract concluded with Bosch and the preparation thereof and without the use of Confidential Information;
 - (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. In order to process the contract concluded with the customer, it is necessary to process his 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 exploit or otherwise process 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. Final provisions

- 9.1. If any provision of these Terms and Conditions and of additional agreements entered into 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. Subject to deviating mandatory legal provisions, the courts at the registered office of Bosch Rexroth Switzerland Ltd (Schübelbach/Switzerland) shall have exclusive jurisdiction for legal claims of any kind brought against Bosch. Lawsuits brought by Bosch against the customer shall be brought either at the registered office of Bosch Rexroth Switzerland Ltd (Schübelbach/Switzerland) or at the registered office or residence of the customer or any other competent authority pursuant to the statutory provisions.
- 9.3. Swiss law is exclusively applicable to all legal relationships between Bosch and the customer, whereby conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be 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 deliveries and Services by Bosch (contractual performance) 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. Delays caused by export inspections or licensing procedures shall suspend deadlines and delivery times. 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.