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1. INTRODUCTORY PROVISIONS

1.1 These are the General Terms and Conditions ("General Terms") of ROBERT BOSCH, d.o.o., a company with its registered office in Škofja Loka, Kidričeva 81, VAT ID No.: SI44460325 ("Robert Bosch").

1.2 These General Terms apply to every purchase and sale of products and services from Robert Bosch's range concluded during the term of these General Terms. As an exception in individual sales, the application of these General Terms in written form may be excluded or some of their provisions may be waived.

1.3 These General Terms are an integral part of and supplement any contract with customers. In the event the provisions of an individual written contract deviate from the provisions of these

General Terms, the provisions of the individual written contract shall prevail. If these General Terms are amended during the term of an individual contract with a customer, Robert Bosch shall notify the customer accordingly.

1.4 The application of any customers' general terms is excluded, unless expressly agreed otherwise. The validity of any prior agreements, both oral and written, is also excluded.

1.5 The currently valid version of the General Terms is available on the Robert Bosch website <https://www.bosch.si/> and replaces all previous versions from the date indicated above.

1.6 Any amendments to these General Terms shall apply exclusively to the purchase and sale of products and services concluded after the amended General Terms enter into force, except where indicated otherwise.

2. OFFER AND CONCLUSION OF CONTRACTS

2.1 Robert Bosch is sometimes dependent upon the deliveries of third parties that assemble the components used in Robert Bosch products. Robert Bosch has no influence over the delivery of these components.

2.2 For this reason, the offers of Robert Bosch are not binding, not even where a pro forma invoice has been issued. All offers are, as in the case of invitations to submit offers, as well as catalogues, adverts, displayed goods, etc., considered invitations for customers to submit offers. Exceptions include offers that are clearly marked "binding offer". Binding offers are valid for a period of 7 (seven) days, except where a longer period is indicated on the offer. An offer's period of validity starts at the moment it is received by the customer. An offer submitted by email is deemed received at the moment it is submitted. The manner of accepting the offer is indicated on the offer. In the event of a failure to validly accept an offer during its period of validity and provided Robert Bosch is notified of this, the offer shall lapse and Robert Bosch shall no longer be bound by it.

2.3 Non-binding offers of Robert Bosch shall be considered as a call or invitation for the customer to submit an order or offer to Robert Bosch under the same conditions (an offer for purchase). The obligation for Robert Bosch shall arise only after written receipt by Robert Bosch of such an order of the customer. When the order is not received in writing, the purchase and sale shall be deemed concluded at the moment the order is executed (the moment of delivery).

2.4 Unless agreed otherwise, the customer shall be deemed to be the person that submitted the order. The person that submits the order is responsible for all obligations arising from the order, even when acting on behalf and at the behest of a third party. On its invoices, Robert Bosch shall

indicate the customer as the payer (Bill-to Party). If the client thinks this is inaccurate, they must notify Robert Bosch immediately.

2.5 Catalogues and other promotional material within the meaning of the provisions of Article 24 of the Code of Obligations (Official Gazette of the RS, No. 83/01, 32/04, 20/18; "Code of Obligations") do not constitute an offer of Robert Bosch and do not contain all the essential elements of a contract.

2.6 Information in catalogues and promotional material of Robert Bosch (e.g. about weight, dimensions, volume, prices, quality and other characteristics of goods) are for information purposes only and Robert Bosch does not guarantee that they are complete or accurate. Robert Bosch may also withdraw from its price lists and/or reserves the right to change them. Robert Bosch is bound exclusively by the price stated in the binding offer.

3. PRICES

3.1 Unless agreed otherwise in writing, prices stated in offers, price lists, catalogues and other material are exclusive of VAT and apply under the Incoterm Ex-Warehouse of Robert Bosch (Incoterms 2020, EXW) in the Republic of Croatia or a different warehouse of Robert Bosch stated in the order or the order confirmation.

3.2 The indicated prices do not include ancillary costs (such as warehousing costs), which are charged to the customer separately.

3.3 In the event of a change in the taxes, excise duties or customs, leading directly to an increase in the price of a purchased product or service, Robert Bosch reserves the right to increase the price of the purchased product or service in the appropriate amount when delivering. This will be specified for the customer at their request.

3.4 In the above case of an increase in prices, if the price increase is considerable, the customer who is a consumer within the meaning of the Consumer Protection Act (Official Gazette of the RS, No. 41/2014, 110/2015, 14/2019) has the right to withdraw from the contract by means of a written declaration concerning any quantities not yet accepted within 14 days from receipt of the notification on the price increase.

3.5 Services, in particular installation work, servicing and/or repair and commissioning, are not included in the price of the product.

3.6 The supply of spare parts and the return of repaired goods shall be made upon payment of compensation for services performed in regard to this, plus transport costs, except where this is covered by warranty or obligations arising from liability for material defects in consumer contracts.

4. INVOICES AND COMPLAINTS

4.1 The customer shall submit potential complaints regarding invoices to Robert Bosch no later than 8 days from the issue of the individual invoice. If the customer fails to challenge an invoice in time, it shall be deemed that the customer has no objections to the received invoice and that they agree with it. Both invoices and any objections shall be submitted by email.

5. PAYMENTS

5.1 The customer shall pay Robert Bosch's invoices within the agreed deadlines or within the deadline indicated on the individual invoice. A payment shall be deemed effected once the full amount owed, without any deductions, has been transferred into the transaction account of Robert Bosch.

5.2 A delay in payment gives Robert Bosch the right to charge the customer late interest, the right to temporarily suspend further deliveries and the right to terminate the contract without prior notice or warning and demand the return of any goods sold.

5.3 In the event of an instalment payment arrangement, delay in payment or other breaches of essential contractual obligations of the customer, Robert Bosch may declare the entire debt due and payable and demand its payment. If the customer's account is blocked, the customer's entire debt shall automatically become due and payable on the date their account was blocked, irrespective of any agreed payment deadlines.

5.4 In the event of an instalment payment arrangement – as in any other case where the goods are delivered before full payment – Robert Bosch reserves title to the goods in question. In this case Robert Bosch has the right to ask the customer to have the title reservation agreement notarised in order to make the reservation of title effective against everyone.

5.5 If the customer is not making payments regularly for whatever reason, Robert Bosch has the right to proportionately decrease the customer's annual bonus and to terminate their right to any discounts, bonuses and rebates granted, even in cases where the delay relates to any other action.

5.6 Robert Bosch has the right to entrust debt collection to a lawyer or debt collection agency, and the customer shall be obliged to cover all costs of sending late payment letters, debt collection

and lawyer's fees incurred due to certain legal proceedings, to the extent provided by applicable regulations.

5.7 As each payment is made, interest is paid first (by age), then the principal (by age) and finally the costs of late payment letters and collection costs.

5.8 Multiple customers within the same order are jointly and severally liable for payment of the price to Robert Bosch.

5.9 Our employees are not authorised to accept any money, i.e. to charge for purchased products and services on our behalf and for our account.

6. GOODS DELIVERY AND TAKE-OVER

6.1 The first condition for starting and complying with the agreed delivery deadlines is the fulfilment of all obligations by the customer, in particular the timely delivery of the agreed documentation and compliance with the agreed payment terms. If the customer fails to fulfil any of the agreed terms in time, the delivery deadlines shall be automatically extended, at least for the time of the customer's delay.

6.2 Where Robert Bosch undertakes to deliver the purchased product within the agreed deadline and the delivery is late due to *force majeure* or other disturbances beyond Robert Bosch's control, the customer shall be notified in a timely manner. In this case the delivery deadlines shall be extended automatically for the duration of the *force majeure* event or other disturbances beyond Robert Bosch's control. If these circumstances last longer than three months, Robert Bosch may terminate the purchase and sale and return the paid amount to the customer.

6.3 Robert Bosch will appropriately invite the customer to take over the goods once they are ready for delivery. The customer is required to take over the goods within the next 5 working days. Robert Bosch is not required to call on the customer to take over the goods if the date of the take-over has been expressly agreed with the customer.

6.4 The customer agrees that Robert Bosch has the right to make partial deliveries and, accordingly, to appropriate billing.

6.5 It shall be deemed that the goods have been handed over to the customer and the delivery duly executed upon service and handover of the delivery note to the customer or their carrier. The

customer acknowledges receipt of the goods and delivery by signing and confirming the delivery note.

6.6 All risks related to the goods and delivery pass to the customer at the moment the goods are delivered to the customer or carrier. The customer assumes all risks related to the loading and unloading of goods and risks related to goods transport if the transport was organised by the customer.

6.7 In the case of digital elements, the risk related to digital content or digital services shall, exceptionally, pass to the customer at the moment the one-time delivery of the digital content or digital service is made or once the uninterrupted supply of digital content or digital service has started. The passage of risk occurs when the digital content or services are delivered, even if the physical component has been delivered previously.

6.8 In cases where the item must be installed or assembled by the seller or a person for whom they are responsible, the risk passes to the customer at the moment the assembly or installation is completed.

7. CLAIMS AND COMPLAINTS

7.1 The customer is obliged to inspect the goods prior to take-over in the usual manner. The customer is required to notify Robert Bosch of any missing or improperly delivered goods within 2 (two) working days from the date of receipt of the goods by providing details about the missing or improperly delivered goods. Otherwise, it shall be deemed that the ordered goods have been delivered in the ordered quantity.

7.2 In other cases the customer is required to notify Robert Bosch of any visible defects on the delivered goods without any undue delay and no later than 8 days from the date of receipt of the goods. Otherwise, it shall be deemed that the customer has no objections to the goods with regard to visible defects.

7.3 Filing a claim for deficiencies does not give the customer the right to partial or complete deferral of payment of the invoice. Exceptionally, the consumer has the right to refuse payment of the unpaid portion of the price until Robert Bosch fulfils its obligations arising from liability for material defects. In addition to the complaint for defects, the customer must at Robert Bosch's request submit all documentation necessary to determine the nature of the defect and verify the statements made in the complaint.

7.4 Likewise, customers are also required to notify Robert Bosch of any shortcomings in service.

7.5 The customer may not refuse delivery over an insignificant deficiency.

7.6 If a claim for defects (complaint) is unfounded, Robert Bosch has the right to seek from the customer reimbursement of costs incurred due to the unfounded claim. These costs will be calculated pursuant to applicable service price lists (diagnostic inspection/defects) and/or other costs actually incurred by Robert Bosch.

7.7 The relationship between Robert Bosch and the customer is subject to the provisions of these General Terms concerning liability for material defects, objections and complaints, irrespective of whether the customer is otherwise liable to their client (in case of resale or similar), which means these General Terms are considered as a different arrangement of the liability for material defects in the supply chain within the meaning of paragraph three of Article 461 of the Code of Obligations.

7.8 As an exception in the case of a consumer contract within the meaning of the provisions of the Code of Obligations and the Act on certain aspects concerning contracts for the supply of digital content and digital services, customers – consumers enjoy their legal rights concerning complaints for defects of the product or service purchased.

8. RESERVATION OF TITLE AND RIGHT OF RETENTION

8.1 In the event of agreed payment in instalments – as in any other case where the customer takes over goods that they have not yet paid in full – Robert Bosch reserves title to the same goods until full payment of the purchase price.

8.2 The customer has the right to process or combine Robert Bosch's products as part of their regular operations. In this case, Robert Bosch shall acquire the right of co-ownership over the products that have been processed or combined. The customer is obliged to store the item in co-ownership with Robert Bosch free of charge. The amount of Robert Bosch's co-ownership share is determined using the ratio between the value of Robert Bosch's original product and the value of the item created through processing or combination at the moment of processing or combination.

8.3 The customer is obliged to notify Robert Bosch without any undue delay of any executions or other negative effects on the items that are co-owned by Robert Bosch and held by the customer.

8.4 To secure the payment of a receivable due from the customer, including any receivables arising from other legal transactions, Robert Bosch may withhold items that the customer has handed over to it for repair until the customer settles all of their debts to Robert Bosch.

9. COMMERCIAL GUARANTEE (WARRANTY)

9.1 Robert Bosch guarantees the unimpaired functioning of the products in accordance with the warranty terms ("Warranty") that the customer receives upon purchase of each product. Robert Bosch does not provide any additional guarantees. All Warranties provided are subject to the provisions hereof.

9.2 Unless stipulated otherwise in the warranty terms, the warranty periods are as follows:

- For customers – consumers, the warranty period for DIY and professional tools is 24 months.
- For other customers, the warranty period for DIY and professional tools is 12 months.
- For all customers, the warranty period for Dremel tools is 24 months.
- The warranty period for professional tools may be extended to a total of 36 months by registering the purchased tools within 4 weeks from the date of purchase at the website: <https://www.bosch-pt.com/warranty/>
- The warranty period for DIY tools may be extended to a total of 36 months for customers – consumers by registering the purchased tools within 4 weeks from the date of purchase at the website: www.bosch-do-it.com.hr
- In the event of a minor repair, the Warranty shall be extended for the duration necessary for the repair, while in other cases the Warranty starts to run again on the date of replacement or return of the repaired item.

9.3 Unless stipulated otherwise in the warranty terms, the warranty periods from the previous Article start to run on the date the product is sold to the customer (end user).

9.4 Robert Bosch's Warranty shall in no case cover defects that arise during ordinary use of the product, including any defects that occur due to external conditions in which the product is used (conditions specific to the place of use).

9.5 Robert Bosch has the right to examine the defect reported within the warranty period. Robert Bosch shall decide at its own discretion whether to eliminate the defect by itself or with the assistance of an authorised third party and whether to request the return of defective goods or a specific defective part in order to eliminate the defect or whether to eliminate the defect on-site or to perform a complete replacement of the defective parts or goods.

9.6 The customer is not entitled to reimbursement of any of their own costs incurred in the elimination of defects, unless they acted at the behest or with the approval of Robert Bosch.

9.7 The same applies to Warranties for services rendered.

9.8 Robert Bosch has the right to charge the customer for the costs it incurs in relation to examining the reported defect on a sold product or service in cases where the customer's request is found to be unfounded. These costs are determined as a lump sum, specifically 25% from the sales price of the given product or service.

10. RETURN OF GOODS

10.1 Robert Bosch only accepts goods in their original condition, in the original packaging and with all supplied accessories. The packaging must be unopened and the product must be unused. For goods take-over purposes, Robert Bosch must be notified at least 30 days ahead of the planned return of the goods.

10.2 Returns of products that contain rubber (wiper blades, cables, belts, etc.) or batteries are not possible.

10.3 Returns are subject to the following rules:

- returns may be requested up to a maximum of two years from the date of purchase;
- no refunds of the purchase price are possible for other goods;
- returns are accepted only upon prior agreement and with the consent of Bosch's power tools department. For requirements related to returns, please contact us at the following email address: contact.pt@si.bosch.com;
- the transaction price of the returned goods shall be decreased in accordance with a separate agreement on the basis of the condition and age of the goods.

10.4 Goods can be returned only with the written consent of Robert Bosch.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 By purchasing a product or service, the customer does not acquire the right to display or use the trademark (in any way and for any purpose) of Robert Bosch or its related companies, regardless of whether the trademark is used on the purchased product or not.

11.2 The customer does not have the right to disassemble the product or otherwise test its mode of operation/functionality/manufacture in order to produce a similar or identical replacement product.

11.3 The customer does not have the right to use the purchased product or service in a manner detrimental to the reputation of Robert Bosch or its related companies and they especially have no right to use them for any illegal purposes. In such cases the customer shall be liable for any damage that thereby affects the reputation of Robert Bosch and its related companies.

11.4 Plans, sketches, pro forma invoices and other technical documentation, which may be a part of the offer, shall remain exclusively the intellectual property of Robert Bosch, as well as price lists, models, catalogues, brochures, pictures and the like. Any use, reproduction, copying, distribution, publication and display to the public (including for printouts) requires the express written consent of Robert Bosch.

11.5 The customer shall notify Robert Bosch immediately if they become aware of any infringements of Robert Bosch's intellectual property rights, regardless of whether the infringer is a third party or not.

11.6 If the customer is aware that a certain purchased product of Robert Bosch infringes the intellectual property of a third party and Robert Bosch acknowledges the infringement, Robert Bosch shall at its own discretion either modify the disputed product so that it will no longer infringe the intellectual property of a third party or replace it with a similar product that does not infringe the intellectual property of a third party. In cases where this is not reasonably possible, the customer shall have the exclusive right to unilaterally terminate the contract and the right to return the purchased product and receive a refund of the purchase price paid.

12. LIABILITY FOR DAMAGES

12.1 Unless stipulated otherwise in these General Terms, the liability of Robert Bosch shall exist exclusively in the following cases:

12.1.1 as a guarantee of the unimpaired functioning of items (if and when such a guarantee is given) and as a liability for material and legal defects of the goods/services sold. Robert Bosch's liability for damages is in any case limited to the price of the purchased goods or services that gave rise to the damage (decreased by VAT), whereby the amount of compensation may not exceed EUR 3,000.00 (in HRK equivalent at the middle exchange rate of the Croatian National Bank on the day the damage occurred). Robert Bosch shall in no event be liable for the customer's lost profits and in this sense reminds the customer that they are obliged to use Robert Bosch's products and services in a way that does not put their own operations at risk.

12.1.2 in the case of wilful misconduct or gross negligence, and

12.1.3 in the case of liability for a defective product pursuant to Articles 468–480 of the Code of Obligations.

13. RIGHT TO UNILATERAL TERMINATION OF (WITHDRAWAL FROM) DISTANCE CONTRACTS

13.1 The customer – consumer has the right to notify the unilateral termination of the distance contract on the purchase and sale of goods, or to withdraw from their e-commerce purchase, without giving reasons within 14 days. The customer has this right exclusively in the cases envisaged in the Consumer Protection Act (OG RS, No. 20/98, 25/98, 23/99, 110/02, 51/04, 114/06, 126/07, 86/09, 78/11, 38/14, 19/15, 55/17, 31/18, 48/20).

13.2 The deadline for the unilateral termination of contract commences on the date when the purchased goods are handed over to the customer – consumer or to a third party who is appointed by them but is not a carrier.

13.3 The customer – consumer must notify us of their decision to exercise their right to the unilateral termination of contract using the prescribed form that can be downloaded here: [Download](#) or with a clear written statement. Both must be delivered to the address below or to the respective email address:

Robert Bosch

Verovškova 55a (MCII)

1000 Ljubljana

Slovenia

- email address for tool sales: contact.pt@si.bosch.com

- email address for tool servicing: servis.pt@si.bosch.com

13.4 In the event of termination, the paid amount, including charged delivery costs, shall be refunded to the customer within fourteen days from the date of receipt of the customer's notice of termination. Returning the purchased goods (all purchased goods – including any accessories and parts, as well as their packaging) is the first condition for a refund of the purchase price. The paid amount shall be refunded in the same way as it was originally paid. As an exception in cases where the consumer has paid for the goods on delivery, the funds shall be refunded into their bank account.

13.5 The direct cost of return shall be borne by the customer.

13.6 The customer – consumer is obliged to provide compensation for any reduction in the value of the goods resulting from the handling of the goods, except in the case of handling that was necessary to determine the nature, characteristics and functionality of the goods.

14. PROVISION ON EXPORT CONTROL

14.1 Robert Bosch cannot carry out the delivery of ordered products and/or services if there are obstacles to this arising from national and international export control regulations, in particular with regard to embargoes or other sanctions. The customer undertakes to make available any information and documents necessary for export and delivery. Delivery times and dates no longer apply in the event of delays caused by export inspections or authorisation procedures. If the necessary authorisations have not been issued or if approval for the delivery and services cannot be obtained, the contract shall be deemed not to have been concluded in relation to the parts covered.

14.2 For continued disposition of the goods purchased from Robert Bosch, the customer undertakes to observe international export control regulations, particularly concerning embargoes, and to respect controls on (re-)exports.

15. CONFIDENTIALITY

15.1 All our business, financial and/or technical information (including the functionality and characteristics of the products we sell) are deemed our business secrets that may not be used except for the purpose of management/use of our products and services. The customer may not disclose our business secret, make it available to a third party, reproduce it or use it for commercial purposes. At our request, the customer shall return all information that is considered our business secret, or shall be obliged to destroy it at our request.

15.2 We reserve all rights to information under Article 15.1 (including copyrights and other intellectual property rights such as patents, trademarks, registered product specifications/designs, and mask work protection).

16. DATA PROTECTION

16.1 Personal data provided to us by the customer when concluding a contract (which includes sending purchase orders or accepting offers) shall be processed for the purpose of contract performance, as well as in other cases where there is a legal basis for processing in accordance with

the General Data Protection Regulation, which may include advertising our products and/or services based on our legitimate interest.

16.2 Further information about personal data processing can be found in our General Privacy Policy on our website.

17. GENERAL PROVISIONS

17.1 Should a provision of these General Terms be or become invalid, the validity of the remaining provisions of the General Terms is not affected. In this case, the legally permitted provision that is closest in its economic significance to the invalid provision shall be deemed agreed.

17.2 In the event of a dispute concerning Robert Bosch's goods or services, or any other dispute arising from or in connection with these General Terms, except consumer disputes, the court in Ljubljana shall have exclusive jurisdiction. Notwithstanding this, if the value of the subject matter of the dispute exceeds EUR 450,000.00, Robert Bosch may also apply for arbitration to resolve such a dispute with the Permanent Court of Arbitration attached to the Chamber of Commerce and Industry of Slovenia. There will be 3 arbitrators in the event of arbitration. The language of the arbitration proceedings shall be Slovenian and arbitration shall take place in Ljubljana.

17.3 Everything that is not regulated by these General Terms or the individual contract (offer, order and the like) shall be governed by the substantive law of the Republic of Slovenia, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

17.4 These General Terms enter into force and apply from the date indicated above and replace the previous version of the General Terms.