

## **General Terms and Conditions of Bosch Energy and Building Solutions B.V.**

Version 01012023

Please note that this English document, "General Terms and Conditions of Bosch Energy and Building Solutions B.V.", is a translation of the Dutch document "Algemene Voorwaarden van Bosch Energy and Building Solutions B.V., versie 01012023", and that this translation is solely provided as a service and is therefore not binding upon the parties. In the event of any inconsistencies between the Dutch version and the English translation, the Dutch version shall prevail.

### **I. General**

1.1 These General Terms and Conditions are part of any offer made by us for and agreements on carrying out deliveries and/or services on a project basis, including the provision of the associated system software and user software and documentation.

1.2 Any additional provisions or provisions derogating from these terms and conditions shall only take effect if these have been agreed expressly and in writing between us and the other party.

### **II. Definitions**

2.1 The following terms in these General Terms and Conditions shall have the meanings below:

2.1.1 'General Terms and Conditions' or 'GTAC', these General Terms and Conditions;

2.1.2 'we' or 'us': Bosch Energy and Building Solutions B.V.;

2.1.3 'other party': the natural or legal person to whom or which we have made an offer, or with whom or which we have entered into an agreement; jointly referred to as: the parties.

### **III. Offers/Agreement**

3.1 Any offer made by us is completely without obligation and may be withdrawn at any time. What is provided in the preceding sentence shall remain in force even if a term for acceptance is provided in an offer.

3.2 Offers may solely be accepted in writing.

3.3 An agreement is formed upon receipt by us of the written order or order confirmation. If the order differs from the offer, this will be deemed to be a new proposal from the other party for an offer, which may be accepted or rejected by us.

3.4 Without prejudice to the provisions in the first paragraph of this article, written offers shall lapse if they have not been accepted in writing within 30 days, except if this term is extended by us in writing or a longer term is stated in the offer.

3.5 Oral commitments by and arrangements agreed by our staff shall only be binding for us if and insofar as these have been confirmed by us in writing.

3.6 If orders are given, in any way whatsoever, by the other party without a preceding offer, an agreement will only be formed if we have confirmed that order in writing. If such an order is carried out immediately, the invoice shall be deemed to be the order confirmation. The agreement will then be deemed to have been formed between us and the other party at the time when we commenced carrying out the order.

### **IV. Performance**

4.1 The performance to be delivered by us is laid down in a Schedule of Requirements, described in detail in specifications or described in detail in our offer.

4.2 The other party shall ensure that a Schedule of Requirements or specifications are available to us in good time, or all documents required for preparing a Schedule of Requirements or specifications, as well as for the performance of the agreement.

4.3 A Schedule of Requirements or specifications require written approval from us and from the other party, by virtue of which the Schedule of Requirements or specifications become legally binding between the parties.

4.4 Changes in the Schedule of Requirements or specifications shall only be valid insofar as these have been agreed in writing between us and the other party.

4.5 Contract extras shall be considered to be all that is delivered or applied or performed by us in excess of the quantities laid down in the Schedule of Requirements or specifications or the agreement or order confirmation. Contract extras and/or any additional delivery that are demonstrably necessary during the realisation stage or are required by the other party must be agreed in writing. Contract extras and/or any additional delivery will be invoiced separately.

4.6 The systems to be delivered by us are not implemented on a redundant basis, unless this is expressly included as a requirement in a Schedule of Requirements or specifications, or has been otherwise agreed as such.

## **V. Price**

5.1 The prices stated by us exclude turnover tax and other government charges to which the sale and delivery are subject, unless stated otherwise. The turnover tax and the aforementioned other charges will be charged on the basis of the percentage and amounts applicable at the time of invoicing.

5.2 The prices are based on factors affecting the cost price as they are known on the date of the offer and apply for delivery carriage paid to the delivery address or installation address in the Netherlands. Possible costs of lifting and climbing equipment, hydraulic platforms, assembly, installation, commissioning, acceptance tests and certification, as well as costs of inspection agencies and certification bodies are not included in the price, unless expressly stated in the offer.

5.3 We reserve the right to adjust the prices if, after the formation of the agreement, one or more factors affecting the cost price, such as raw materials prices, wages, transport costs and exchange rate movements of the euro versus other currencies, increase. The authorisation to adjust prices as referred to in this paragraph cannot be exercised by us within three months after the time of entering into the agreement.

5.4 We shall at all times be entitled to adjust prices without delay if a statutory factor affecting the cost price is increased.

## **VI. Delivery period/Delivery**

6.1 The delivery period commences on the latest of the points in time below: a. the day of the formation of the agreement; b. the day on which all documents, data, permits etc. that are necessary for the performance of the agreement are in our possession and/or formalities have been completed; c. if and insofar as an amount is to be paid in advance under the agreement, the date on which we receive payment.

6.2 The delivery periods stated and/or agreed by us are never deemed to be final deadlines, unless expressly agreed otherwise in writing. If the delivery period is exceeded excessively, we will enter into consultation with the other party.

6.3 If the delivery period is exceeded, this does not entitle the other party to dissolve the agreement in full or in part, unless we have been declared in default by means of a written notice and have failed to meet our obligations within the reasonable period set therein.

6.4 Except in the event of gross negligence on our part, if the stated delivery period is exceeded, this does not give the other party a right to compensation of direct or indirect damage or loss suffered by it or by third parties, suspension

and/or full or partial dissolution of the agreement. If the delivery period is exceeded - whatever the cause - this does not give the other party the right to perform work for our account and risk in performance of the agreement without legal authorisation.

6.5 If the other party does not take delivery of items to be delivered at the time when they are to be delivered to it, or does so at the time when these can be provided in accordance with the agreement and these General Terms and Conditions, we reserve the right to claim payment of the agreed items to be delivered at that time, as well as costs of storage of those goods arising therefrom. The provisions in this paragraph shall only be applicable if, after written notice has been given by us, in which a reasonable term is given, the other party has still failed to meet its obligation to take delivery within that term. The aforementioned claims shall then be due and payable immediately.

## **VII. Acceptance test**

7.1 If an acceptance test has been agreed, the other party shall, after receipt of the notification that an acceptance test will take place or if assembly, and/or installation and/or commissioning have also been agreed, after the assembly or installation or commissioning have been carried out, give us an opportunity and where necessary provide facilities in a timely manner and in the right location free of charge to perform the necessary tests, all this, in view of the nature of the items, in accordance with the usual standard procedures. The acceptance test shall be carried out, in the presence of the other party, without delay after our request to that effect. If the outcomes of the test result in a rejection, we must be given an opportunity to offer the items or activities for testing again within a reasonable term.

7.2 If the acceptance test has been carried out without a specific and well-founded complaint, as well as if the other party does not comply with its aforementioned obligations, the items or the activities performed shall be deemed to have been accepted.

7.3 Additional costs arising from special tests or delays in the tests that are not attributable to us shall, without exception, be payable by the other party.

7.4 The items shall be deemed to have been approved at the time when both parties have signed an acceptance protocol.

7.5 In the event of shortcomings of minor significance, particularly those that do not at all or hardly at all affect the intended use, the products will be deemed to have been accepted regardless of those shortcomings and those

shortcomings shall not be circumstances that prevent the signing of the acceptance protocol. The shortcomings will be remedied by us in the shortest possible time.

7.6 In the event that the other party fails to cooperate in signing the acceptance protocol immediately after an acceptance test and subsequently fails to notify us in writing within 2 working days after the completion of the acceptance test, stating reasons, that it does not accept the items, the items shall be deemed to have been accepted.

## **VIII. Guarantee**

8.1 We guarantee that all items delivered by us, in view of the nature of those items, comply with the usual requirements of soundness and are usable in accordance with the stated properties. The guarantee covers defects in the items delivered by us that occur during the guarantee period solely or predominantly as a direct consequence of unsound construction, unsound material or unsound software if such software is part of the products delivered by us, as well as unsound assembly, installation or commissioning, which is solely or predominantly a direct consequence of defects in workmanship on the part of our staff.

8.2 With regard to the defects covered by the guarantee referred to in paragraph 1 of this article, we shall be obliged to repair or replace, free of charge, the defective part, at our discretion. In the event of unsound assembly or installation we are obliged to remedy the defects, insofar as these are due to unsoundness. In the event of a lack of properties as referred to in paragraph 1, we are obliged to modify the items concerned in such a way that those properties are present after all. The defects referred to here must be notified to us in writing as soon as possible after they are detected, but no later than within the guarantee period; if the latter period is exceeded all claims to guarantee with regard to those defects shall lapse.

8.3 If we replace items or parts thereof to comply with our guarantee obligations, the replaced items or parts shall become our property.

8.4 Any guarantee obligation shall lapse if: - the items are or have not been used in accordance with their intended purpose or improperly; - the operating instructions as well as, if applicable, mounting or assembly instructions have not been complied with; - the necessary maintenance has not been carried out; - inexpert repairs have been carried out or non-original parts have been fitted in the items; - modifications have been made to the items and/or equipment has been added to the items

without our written consent; - the other party or third parties have carried out repairs on the items; - item-specific numbers or features have been rendered unidentifiable or been removed.

8.5 Defects that occur in parts obtained by us from third parties insofar as that third party has provided no guarantee to us, or which are in full or in part a result of normal wear and tear or defects for which the other party is liable, such as, but not limited to, malfunctions in electrical installations, power supply and airconditioning equipment, are not covered by the guarantee.

8.6 Unless expressly proven inapplicable or otherwise agreed, the guarantee period shall be 12 months after the commencement of use, or if assembly, installation or commissioning have been carried out by us, on the day that these activities have been completed by means of signing the acceptance protocol. The expiry of the guarantee period shall cause any obligations and liability on our part to lapse. Any relevant legal action must be brought before the court within 12 months of the timely claim, at the risk of forfeiture of that claim.

8.7 The alleged non-fulfilment of our guarantee obligations does not relieve the other party of its obligations arising from any agreement entered into with us.

8.8 Our obligations and liability with regard to guarantee are limited to items located in the Netherlands.

## **IX. Invoicing/Payment/Interest payment/Costs**

9.1 Invoicing shall take place in two instalments:

- 50% of the principal amount upon receipt of the order
- 50% of the principal amount upon completion/delivery, unless agreed otherwise in writing.

9.2 Payment must have been made 30 days after the invoice date at the latest, unless agreed otherwise in writing. Payment must be made without any reduction, deduction of costs or compensation to our office address or to a bank or giro account designated by us.

9.3 The time at which the paid amount is at our free disposal shall be considered to be the time of payment.

9.4 If payment has not taken place within the agreed term, the other party shall be in default due to the mere expiry of the payment term, i.e. without any notice of default being required. We shall in that case be entitled to charge interest from the due date at a percentage of 4 percentage points above the applicable deposit interest rate of the European Central Bank, as well as all judicial

and extrajudicial costs relating to the collection of our claim. Without prejudice to our entitlement to claim the actual judicial and extrajudicial costs from the other party and, upon a request to that effect from the other party, our obligation with regard to the last- mentioned costs to provide evidence thereof, an amount equal to 15% of the claim outstanding shall in all cases be charged for extrajudicial costs of collection.

9.5 If the other party fails to comply with any payment obligation towards us, we reserve the right to suspend the (further) performance of the agreement, without prejudice to our rights to dissolve the agreements and to compensation.

9.6 We are entitled to set off claims with a monetary value against payments to be made by us to the other party on whatever basis.

## **X. Retention of title**

10.1 All items delivered by us to the other party and/or items made available and/or items still to be delivered shall remain our property for as long as the other party has on its part not paid in full the consideration for items delivered or to be delivered pursuant to an agreement and/or activities carried out or to be carried out for the other party pursuant to such an agreement and/or claims including those with regard to interest payments, costs and penalties owing to a failure in the performance of an agreement.

10.2 As and when necessary, we shall be entitled to unhindered access to the place where the items are located and the other party shall be required to provide every cooperation in order to enable us to exercise the right of ownership stated in the preceding paragraph by taking back the items.

10.3 The other party shall in all cases be unauthorised to give possession to a third party of the items delivered subject to retention of title and/or to give them on loan for use or loan for consumption and/or to encumber them in any way whatsoever.

## **XI. Force majeure**

11.1 Force majeure, as referred to in Section 6:75 of the Dutch Civil Code (*Burgerlijk Wetboek*), is understood to be a failure that temporarily or permanently prevents performance of an obligation under an agreement, which failure cannot be attributed to us, because it is neither our fault nor for our account pursuant to law, a legal act or generally prevailing opinion. A failure shall, in any event, be deemed to be a non-attributable failure if it is a consequence of any circumstance that are beyond our control, even if such circumstances were already foreseen at the time of entering into the agreement. For example:

war and comparable situations, riots, government measures, industrial action, an employee lock-out, fire and other serious disruptions of our business, epidemic or pandemic, supply of suitable raw materials obstacles created by third parties, a failure by our suppliers to perform, or a failure for our suppliers to do so on time or as required.

11.2 All our obligations shall be suspended for the duration of the period of force majeure, without any obligation on our part to provide compensation.

## **XII. Liability/Indemnification/Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (WKA)**

12.1 Our liability pursuant to all agreements concerning all items delivered by us or activities carried out by us shall in all circumstances be limited to compliance with the guarantee obligations described in article VIII of these terms and conditions.

12.2 Except for intent and/or gross negligence on our part other than intent and/or gross negligence of non-managerial subordinates and subject to the provisions in paragraph 1, any liability on our part, such as that for trading losses, other indirect damage or loss and damage or loss as a result of liability towards third parties, is excluded.

12.3 Our liability for damage or loss of the other party and/or third parties as well as under a guarantee shall further be excluded if: - a defect in the activities carried out has not been notified to us in writing within a term of 8 days after the defect was detected or could have been detected; - the damage or loss is a consequence of incorrect or incomplete instructions, drawings, calculations or other information provided to us by the other party; - changes have been made to the work carried out by us without our prior consent.

12.4 If we provide assistance in the assembly, installation or commissioning of items delivered by us, without having been given an order for one or more of these activities, this will always take place at the other party's risk.

12.5 Advice, of whatever nature and in whatever form, is given by us to the best of our knowledge. We do not accept any liability, however.

12.6 In all cases of liability on our part, a maximum of €2,000,000 per instance of damage or loss or series of events shall apply, which shall also be the maximum amount per year.

12.7 If and insofar as permitted by law, the other party shall be obliged to indemnify us against any third-party claims for compensation of damage or loss arising from and/or connected with the performance of the agreement, for which our liability in respect of the other party is excluded in these Terms and Conditions.

12.8 With regard to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (WKA), the parties can agree that the amounts payable for activities carried out shall be paid into a G account.

### **XIII. Drawings, calculations, descriptions, models, tools etc. Software/licence/ software delivery/ modifications/ version management**

13.1 The information referred to in catalogues, illustrations, drawings, specifications of dimensions and weights and suchlike is binding only if and insofar as this information has been explicitly laid down in an agreement signed by the parties or an order confirmation signed by us.

13.2 If the provision of drawings, digital or otherwise, is part of the order given to us, these will be produced on the basis of a drawing provided by the other party in a format to be specified by agreement. The provisions of paragraph 4 of this article shall apply correspondingly.

13.3 The offer made by us, as well as the drawings, calculations, software, descriptions, models, tools and suchlike made or provided by us remain our property, even if charges have been made in that respect. The information that is contained therein is reserved exclusively for us.

13.4 We grant the other party a non-exclusive and non-transferable right of use for the use of the software exclusively with the delivered items, with regard to the software also developed by us specifically for the other party.

13.5 The other party is not permitted to decompile software, or to disassemble it, to reverse-engineer it or to link it to other equipment, or to copy, edit or transfer drawings. We shall at no time be obliged to provide the source code for the software. Unless otherwise agreed in writing, we shall not be obliged to provide new/modified versions of the software to the other party.

13.6 If and insofar as we provide third-party software and/or equipment to the other party, the (licence) conditions of those third parties shall be applicable with regard to that software and/or equipment. If and insofar as the conditions referred to in this paragraph are for any reason

considered or declared to be inapplicable in full or in part to the relationship between us and the other party, the provisions of these terms and conditions will apply.

13.7 Compatible hardware as well as a corresponding operating system are required for the proper operation of the software provided by us.

Insofar as the software is required to be installed on existing own hardware of the other party, the other party is required to guarantee that the hardware and the operating system installed at the other party comply with the requirements for the software provided by us. If necessary, the hardware and/or the operating system are required to be modified accordingly. Such modifications are not included in the performance to be delivered by us and are the responsibility of the other party. The provisions of the preceding sentence also apply to necessary Software Updates arising therefrom.

13.8 If the other party provides a network or infrastructure to us, the other party is required to hand over in a timely manner all (technical) data concerning, but not limited to, availability, bandwidth, quality of service.

If a network analysis or a provisional test is required on the basis of the information provided, this analysis will be carried out on the instruction and for the account of the other party. The provisions of the preceding sentence shall also apply to necessary modifications arising therefrom of the network or infrastructure including Software Updates.

13.9 In the event of modifications to be carried out or carried out by the other party in the applied network software and/or system software of whatever nature, or configuration changes and/or a change of circumstances, which modifications directly or indirectly affect the systems delivered by us and/or systems dependent on them, the other party is required to notify us in a timely manner of those modifications in order to enable us to adapt the systems delivered by us and/or systems dependent on them.

The costs arising from the modifications referred to in the preceding sentence shall be borne by the other party.

#### **XIV. Assembly/installation/commissioning**

14.1 If assembly, installation, commissioning and/or certification of the items to be delivered are part of the order or a separate order for this has been given to us, the following terms and conditions shall apply in addition to those included in these Terms and Conditions. a. Terms for assembly, installation or commissioning stated by us in connection with the order or separately shall always commence at the time when the preceding work (to be carried out by the other party itself or by third parties) is at such a stage of execution that we can commence with the performance of the activities and continue these unhindered. b. The other party shall be obliged with regard to us as well as the certifying body to make possible the activities to be carried out by us and the certifying body during normal office hours, for instance by providing access to the location where the activities take place, unless expressly agreed otherwise in writing. c. The other party shall ensure the timely provision of the information required for the performance of our activities. d. The other party shall bear the risk of damage or loss caused by defects or unsuitability of items that come from it or have been prescribed by it or are required to be obtained from a prescribed supplier and for non-delivery or non-timely delivery of the items referred to here. e. The other party shall bear the risk of errors and/or defects in drawings, calculations, constructions, specifications and implementing instructions provided by it.

14.2 Damage or loss, including damage or loss as a result of delay attributable to the other party in the activities to be carried out by us, which arises as a consequence of a failure on the part of the other party to comply with the conditions set in this article, shall be borne by the other party.

#### **XV. Suspension/dissolution**

15.1 If the other party is in default in the performance and/or the timely performance of any obligation that arises for the other party from an agreement entered into with us or any agreement relating thereto, or from agreements that are entered into in the continuing relationship between the other party and us, we shall be entitled, without notice of default and without intervention by a court, to suspend our obligations without delay until the time when the other party has paid in full any amounts due and payable on demand.

15.2 In the event of a suspension pursuant to paragraph 1, we shall be entitled to demand from the other party immediate payment and/or provision of security to our satisfaction.

15.3 If circumstances that have come to our knowledge provide good grounds for fearing that the other party will not, or not be able to, comply with its obligations and/or not do so in a timely manner, we shall be entitled, before proceeding to the performance of the agreement, to demand full payment and/or provision of security for the performance by the other party.

15.4 We can also invoke our entitlement to suspension in respect of the creditors of the other party.

15.5 In addition to the provisions in the law, either party shall be entitled to dissolve the agreement with immediate effect and without notice of default, if: - the other party has been granted a moratorium or an application to that effect has been made; - the other party has been declared insolvent or an application to that effect has been made; or - third parties have made an attachment against the other party or have obtained permission to do so.

#### **XVI. Conversion**

16.1 If a provision in these General Terms and Conditions or in an agreement is void or inapplicable, a valid provision shall take its place by operation of law that reflects as closely as possible the purport of the void provision.

16.2 The circumstance referred to in the preceding paragraph shall not affect the validity of the other provisions in these General Terms and Conditions and/or agreement.

#### **XVII. Disputes**

17.1 With the exception of appeals, any dispute arising from and/or in connection with these General Terms and Conditions and/or agreements to which the present Terms and Conditions apply in full or in part, will – to the exclusion of any other court – be settled by the competent court of Utrecht, without prejudice to the possibility of requesting a preliminary injunction from the court in preliminary relief proceedings.

17.2 The provisions in the preceding paragraph do not affect our entitlement to bring a claim before the court that would have jurisdiction according to the statutory provisions.

#### **XVIII. CO2 emission report**

18.1 Immediately upon our request, the other party shall be obliged to supply a scope 1 and scope 2 CO2 emission report for its business in conformity with ISO 14064-1. Instead of the aforementioned report, the other party is also permitted to submit a CO2 Aware Certificate at level 3 or higher, in accordance with the CO2 Performance ladder.

## **XIX. Protecting personal data**

19.1 All previous drawings or plans and all other technical or commercial information that we provide to the other party shall be confidential and may not be made known to third parties. The duties of confidentiality that the other party has shall remain in full force and continue to apply for a period of five (5) years after our last provision of confidential information to the other party.

19.2 When processing the personal data necessary for performance of the agreement, we and the other party shall comply with the General Data Protection Regulation (EU Regulation EU 2016/679).

## **XX. Asbestos**

20.1 If bonded asbestos-containing materials are found at the location where we are carrying out our activities, we shall be entitled to discontinue and suspend the further performance of our activities with immediate effect until the asbestos or bonded asbestos-containing materials have been removed in full. The other party shall bear all costs relating to the recommencement of our activities.

## **XXI. Applicable law**

21.1 All legal relationships between us and the other party shall be governed by Dutch law.