

General terms and conditions of repairs carried out by Bosch Rexroth Sp. z o.o.

Repairs of the products marketed by Bosch Rexroth Sp. z o.o. are carried out by the service center of Bosch Rexroth Sp. z o.o.

I. Expert assessment

1. The Customer orders expert assessment of technical condition of the delivered product at the price that is specified on the price list of Bosch Rexroth Sp. z o.o. available at the website: www.boschrexroth.pl.
2. Upon completion of the ordered expert assessment the Contractor shall inform the Customer on identified defects and deficiencies, feasibility of the repair and its price. Then the offer for repair of the verified product shall be presented.

II. Repair

1. The Customer, basing on the presented offer, may order the repair of the product by placing the separate order.
2. If the Customer fails to order the repair within 30 days after submission of the repair offer, he will pay to the Contractor the price of the expert assessment, according to par. I.1.

III. Payment terms

1. In case when the Customer will order repair of the product, he will pay the remuneration at the amount as specified in the repair offer issued by the Contractor.
2. The Customer will not be obliged to pay a separate remuneration for the expert assessment carried out, if the repair order is placed during the period of validity of the repair offer.
3. The amount of remuneration may be subject to change only when any unpredictable circumstances occur (*understood as the reasons not dependent from Bosch Rexroth sp. z o.o., or impossible to check them out at the moment the expert assessment was carried on, circumstances initiated by the Customer's fault and causing the increase of overall cost of the repair*) at the moment of assessment and provided that the Customer will be informed earlier about the change.

IV. Failure to take back the repaired goods by the due date

1. The Customer accepts that in case of failure to take back the repaired product by the date appointed by the Contractor, the Contractor **is not obliged** to store the repaired goods.
2. The Customer, if fails to take back the product within three months after completion of the expert assessment or within one month after completion of the repair, grants consent to Bosch Rexroth Sp. z o.o. to utilize the entrusted product upon own discretion.
3. Failure to take back the entrusted product does not the Customer from the obligation to pay the full price for the expert assessment or the repair, whichever applicable.

V. Take-back procedure

1. Taking back the entrusted products may not be made conditional upon any extra provisions apart from payment of the remuneration. In particular, it may not be dependent on presentation of any documents issued by the Contractor.

Other issues are in line with the “General Terms and Conditions of Sales from Bosch Rexroth Sp. z o.o.”.

Warsaw, 30.04.2009