

- 1. Validity**
  - 1.1. These General Terms and Conditions of Sale and Delivery („GTC“) apply to all business relations with our customers. They also apply to all future deliveries, services or offers to the customer, even if they are not separately agreed again.
  - 1.2. Our GTC apply exclusively. General Terms and Conditions of the customer that deviate from, contradict or supplement these GTC or the statutory provisions shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the customer refers to its General Terms and Conditions within the scope of its order and we do not expressly object to this.
  - 1.3. These GTC apply only if the contractual partner is an entrepreneur (§ 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.
- 2. Offer and conclusion of contract**
  - 2.1. Our offers are subject to change without notice and are non-binding unless they are expressly marked as binding or contain a specific acceptance period.
  - 2.2. The order of the goods or service by the customer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 14 days of its receipt by us. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer or provision of the services.
  - 2.3. The legal relationship between us and the customer shall be governed solely by the written contract (in a legal sense: i.e. even if it is concluded by means of a separate offer and acceptance), including these GTC. This contract fully reflects all agreements between us and the customer regarding the subject matter of the contract. Oral promises on our part prior to the conclusion of the contract are not legally binding and oral agreements between us and the customer are replaced by the written contract, unless expressly agreed otherwise between us and the customer in each case.
  - 2.4. We reserve the ownership or copyright of all offers and cost estimates submitted by us as well as drawings, illustrations, designs, construction proposals, calculations, brochures, catalogues, models, tools, and other documents and aids made available to the customer. The customer may not make these items and information available to third parties, disclose them, use them himself or through third parties or reproduce them without our express consent, either as such or in terms of content. At our request, he shall return these items to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The storage of electronically provided data for the purpose of usual data backup is excluded from this.
- 3. Prices, payment**
  - 3.1. Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply.
  - 3.2. If the dependence of the price on the part weight is agreed, the final price results from the weight of the final release sample.
  - 3.3. Our prices are quoted in EURO, ex works, plus packaging, the statutory value added tax, customs duties as well as fees and other public taxes and levies, unless expressly agreed otherwise.
  - 3.4. In the case of a sale by delivery to a place other than the place of performance (5.1 sentence 2), the customer shall bear the actual transport costs ex works/warehouse and the costs of any transport insurance requested by the customer.
  - 3.5. Invoice amounts are due immediately and are to be paid within 10 days of invoicing and delivery of the goods without any deduction, free of charges and costs, unless otherwise agreed. The date of receipt by us shall be decisive for the date of payment. Payment by cheque is excluded unless it is agreed separately in individual cases. The deduction of a cash discount requires a special written agreement in the individual case. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
  - 3.6. Upon expiry of the aforementioned payment deadline, the customer shall be in default. During the period of default, interest shall be charged on the invoice amount at the applicable statutory default interest rate (§ 288 BGB (German Civil Code)); in addition, in the event of default, a lump sum shall accrue in accordance with the statutory provisions. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB (German Commercial Code)) remains unaffected.
  - 3.7. The customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of defects, the customer's statutory counter rights shall remain unaffected (e.g. clause 8.5).
  - 3.8. If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the agreed price is jeopardised by the customer's inability to perform, we shall be entitled to refuse performance in accordance with the statutory provisions and – if applicable after setting a deadline for performance or provision of security to no avail – to withdraw from the contract (§ 321 BGB (German Civil Code)). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.
- 4. Delivery time, provision of materials, delay in delivery**
  - 4.1. The delivery or performance period shall be agreed individually or the expected delivery date shall be stated by us upon acceptance of the order.
  - 4.2. Delays shall not be at our expense if the customer does not fulfil his obligations to cooperate or does not do so in time, in particular if he is responsible for the transmission of necessary documents for the specification of the subject matter of the contract, clarification of all technical details, making of agreed payments and timely provision of materials.
  - 4.3. If materials are provided by the customer, they shall be delivered to us in good time and in perfect condition, at the customer's expense and risk in the amount of the necessary total gross quantity including a minimum quality surcharge specified by us.
  - 4.4. If we are unable to meet binding delivery or performance deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this without delay and at the same time notify the customer of the expected new deadline. If the service is also not available within the new period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the customer. A case of non-availability of the performance in this sense shall be deemed to be, in particular, the failure of our suppliers to deliver to us on time if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.
  - 4.5. The occurrence of our default shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.
  - 4.6. If we are in default with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with clause 9 of these GTC.
  - 4.7. The rights of the customer pursuant to section 9 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected.
- 5. Delivery, dispatch, packaging, place of performance, transfer of risk, default of acceptance**
  - 5.1. Unless otherwise stated in the order confirmation or the contract, deliveries and services shall be provided ex works (Incoterms 2020), which is also the place of performance for the delivery and service and any subsequent performance. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance).
  - 5.2. The method of dispatch and the packaging are subject to our dutiful discretion, unless otherwise agreed.
  - 5.3. We shall only insure the consignment against theft, breakage, transport, fire and water damage or other comparable risks at the express request of the customer and at the customer's expense.
  - 5.4. We are entitled to make partial deliveries if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional expenses or costs as a result (unless we agree to bear these costs).
  - 5.5. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer as soon as the delivery item is handed over to the forwarding agent, carrier or other third party designated to carry out the shipment. If acceptance has been agreed or is legally required, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.
  - 5.6. If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of 0.5% of the respective price of the affected delivery per calendar week up to a maximum total of 5% of the respective price of the affected delivery, beginning with the delivery deadline or – in the absence of a delivery deadline – with the notification that the goods are ready for shipment. The proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.
- 6. Retention of title**
  - 6.1. Until full payment of all of our present and future claims arising from the contract and an ongoing business relationship (secured claims) with the customer, we retain title to the goods sold.
  - 6.2. The customer shall store the goods subject to retention of title for us free of charge; they shall be stored properly separately from the other items at the customer's expense, specially marked at our request and insured against damage, destruction and loss.
  - 6.3. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) seize goods belonging to us.
  - 6.4. In the event of conduct by the customer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with statutory provisions or/and to demand surrender of the goods on the basis of the reservation of title. The demand for return does not at the same time include the declaration of withdrawal, we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable to the statutory provisions.
  - 6.5. The customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business until revocation under clause 6.8 below. In this case, the following provisions shall apply in addition.
  - 6.6. The retention of title extends to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
  - 6.7. The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of any co-ownership share of us in accordance with the above paragraph. We hereby accept the assignment. The obligations of customer stated in clause 6.3 shall also apply in respect of the assigned claims.
  - 6.8. The customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right pursuant section 6.4. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.
  - 6.9. If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.
- 7. Special agreements regarding tools/moulds**
  - 7.1. All rights including property rights in tools/moulds as well as devices („tools“) for the production of BOCK standard components are and remain with us.
  - 7.2. If the customer commissions us with the manufacture of tools, the agreed price shall be paid as follows, unless otherwise agreed: 35 % upon placing the order, 35 % upon presentation of the initial samples, 20 % 6 weeks after presentation of the initial samples, 10 % upon series release, at the latest 6 weeks after invoicing of the final invoice, in each case net within ten days after the invoice date. Unless otherwise agreed, the price for the tools shall also include the costs for the one-time sampling, but not the costs for testing and processing devices, development and project management services, prototype costs and for changes initiated by the customer.
  - 7.3. If, according to the agreement, the customer is to become the owner of the tool (e.g. upon conclusion of a contract for work and materials), ownership shall pass to the customer after full payment of the purchase price for the tool. The handover of the tool to the customer shall be replaced by storage for the benefit of customer, unless otherwise agreed. Irrespective of the customer's statutory claim to surrender and of the service life of the tool, we shall be entitled to exclusive possession of it until termination of the parts supply contract or until any agreed minimum output quantity has been reached. We shall mark the tool as third-party property and insure it at the customer's request and expense.
  - 7.4. Unless otherwise agreed, we are and remain the owner of the tools manufactured for the customer by ourselves or by a third party commissioned by us. Tools shall only be used for

- orders of the customer as long as the customer meets his payment and acceptance obligations. We shall only be obliged to replace these tools free of charge if they are required to fulfil an output quantity assured to the customer. Our obligation to store the tools expires two years after the last delivery of parts from the tool and prior notification of the customer.
- 7.5. In the case of tools belonging to the customer pursuant to clause 7.3 and/or tools made available by the customer on loan, our liability with regard to storage and care shall be limited to the care we take in our own affairs. Costs for maintenance and insurance shall be borne by the customer. Our obligations shall lapse if, after completion of the order and a corresponding request, the customer does not collect the tool within appropriate reasonable period of time. In this case, we shall be entitled to scrap the tools without any claim for compensation on the part of the customer. As long as the customer has not fulfilled his contractual obligations in full, we shall in any case have a right of retention to the tool.
- 8. Warranty**
- 8.1. The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the special statutory provisions on the reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier's recourse pursuant to §§ 478, 445 a, 445b or §§ 445 c, 327 para.6, 327 BGB (German Civil Code)) shall remain unaffected, unless an equivalent compensation has been agreed, e.g. within the framework of a quality assurance agreement.
- 8.2. The basis of our liability for defects is primarily the agreement reached on the quality of the goods and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory regulation whether a defect exists or not (§ 434 para. 3 BGB (German Civil Code)).
- 8.3. In the case of goods with digital elements or other digital content, we only owe provision and, if applicable, updating of the digital content insofar as this expressly results from a quality agreement in accordance with section 8.2.
- 8.4. In principle, we shall not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB (German Civil Code)).
- 8.5. Furthermore, the customer's claims for defects are subject to the condition that he has complied with his statutory duties of inspection and notification of defects (§§ 377, 381 HGB (German Commercial Code)). In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case take place immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be notified to us in writing within 10 working days of delivery and defects which are not recognisable during the inspection must be notified to us within the same period of time after discovery. If the customer fails to carry out the proper inspection and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations, in this case, the customer shall in particular have no claims for reimbursement of corresponding costs ("removal and incorporation costs").
- 8.6. If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement). If the type of subsequent performance chosen by us is unreasonable for the customer in the individual case, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- 8.7. We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
- 8.8. If the customer discovers possible defects in the goods, he may not dispose of the goods, i.e. the goods may not be divided, resold or further processed, until an agreement has been reached with us on the handling of the complaint.
- 8.9. The customer shall give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us at our request in accordance with the statutory provisions; however the customer shall not have a claim for return. Subsequent performance does not include the dismantling, removal or deinstallation of the defective item or the installation, fitting, or fitting of a defect-free item if we were not originally obliged to perform these services; claims by the customer for reimbursement of corresponding costs ("dismantling and fitting costs") remain unaffected.
- 8.10. We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTC if there is actually a defect. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or was negligent in not knowing that there was actually no defect.
- 8.11. In urgent cases, e.g. in the event of a risk to operational safety or to prevent disproportionate damage, the customer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be informed immediately of such self-execution, if possible in advance. The right of self-execution does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
- 8.12. If supplementary performance fails or if a reasonable deadline to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.
- 8.13. Claims of the customer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with clause 9 and are otherwise excluded.
- 8.14. The warranty shall not apply if the customer modifies the delivery item or has it modified by a third party without our consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.
- 9. Other liability**
- 9.1. Unless otherwise provided for in these GTC including the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 9.2. We shall be liable for damages – irrespective of the legal grounds – within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in own affairs, minor breach of duty) only
- a) for damages resulting from injury to life, body or health,  
b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.
- 9.3. The limitations of liability resulting from clause 9.2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible for according to the statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.
- 9.4. A change in the burden of proof to the detriment of customer is not associated with the aforementioned regulations.
- 9.5. Due to a breach of duty that does not consist of a defect, the customer may only withdraw or terminate if we are responsible for the breach of duty. A free right of termination of the customer (in particular pursuant to §§ 650, 648 BGB (German Civil Code)) is excluded. In all other respects, the statutory provisions and legal consequences shall apply.
- 9.6. Insofar as these GTC refer to claims for damages or reimbursement of expenses, this also refers to claims for reimbursement for expenses within the meaning of § 284 BGB (German Civil Code) or reimbursement for expenses.
- 10. Limitation**
- 10.1. Unless otherwise agreed, the general limitation period for claims arising from material defects and defects of title shall be one (1) year from delivery, notwithstanding § 438 (1) No. 3 BGB (German Civil Code). Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. However, special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445 b BGB (German Civil Code)) shall remain unaffected.
- 10.2. The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB (German Civil Code)) would lead to a shorter limitation period in individual cases.
- 10.3. Claims for damages by the customer pursuant to clause 9.2 sentence 1 and sentence 2 a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.
- 11. Property rights and defects of title**
- 11.1. If we have to deliver according to drawings, models, samples or using parts or specifications provided by the customer (i.e. products that are not BOCK standard components), the customer shall be responsible for ensuring that the property rights of third parties in the country of destination of the goods are not infringed thereby. We shall inform the customer of any rights known to us. The customer shall indemnify us against claims of third-party and pay compensation for the damage incurred. If the customer is prohibited from manufacturing or delivering by a third party with reference to an industrial property right belonging to him, we shall be entitled - without examining the legal situation - to stop work until the legal situation has been clarified by the customer and the third party. Should the continuation of the order no longer be reasonable for us due to the delay, we shall be entitled to withdraw from the contract.
- 11.2. With the exception of the delivery of BOCK-standard components, we do not guarantee freedom from third party rights, unless expressly agreed otherwise.
- 12. Reusable Packaging**
- 12.1. The customer is obliged to return reusable packaging (wire mesh boxes, pallets, etc.) to us in the same type, quantity, value, quality and condition as he has received it for the purpose of delivery. If the customer is unable to return the reusable packaging to us upon delivery of our goods, he shall immediately and at his own expense ensure that the reusable packaging account is balanced (obligation to bring). If the customer is in default with the return of the reusable packaging, we may refuse to take it back after setting a reasonable grace period and demand monetary compensation from the customer.
- 13. Other provisions**
- 13.1. These GTC and all legal relations between us and the customer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law; in particular the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply. The prerequisites and effects of the retention of title pursuant to clause 6 shall be subject to the law at the respective place of storage of the item, insofar as the choice of law made in favour of German law is inadmissible or ineffective thereafter.
- 13.2. If the customer is a merchant within the meaning of the HGB (German Commercial Code), a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the customer and us shall be, at our discretion, Nuremberg or the customer's registered office. In these cases, however, Nuremberg shall be the exclusive place of jurisdiction for actions against us. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- 13.3. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation take precedence over these GTC. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 13.4. The assignment of claims to which the customer is entitled from the business relationship with us is excluded, insofar as these are not monetary claims.
- 13.5. Insofar as the contract or these GTC contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes, which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTC if they had known about the loophole.
- 13.6. We have stored data about the customer in accordance with the data protection regulations. The declaration on the basic data protection regulation can be found on our website.
- 13.7. References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.