

1. Validity

- 1.1. These General Terms and Conditions of Purchase apply for all business relationships with our contractors or suppliers („Suppliers“). All deliveries, services and quotations provided by our Suppliers shall be provided exclusively on the basis of the present General Terms and Conditions of Purchase. They shall be part of all the contracts that we conclude with our Suppliers about the deliveries or services offered by them. They shall also apply to all future deliveries, services or quotations to us, even if they are not agreed upon separately again.
- 1.2. Our Terms and Conditions of Purchase shall apply exclusively. From these General Terms and Conditions of Purchase or the statutory rules deviating, opposing or supplemental Terms and Conditions of Supplier shall not apply except and insofar as expressly agreed upon in writing. This requirement of approval applies in any case, for example also when we accept the delivery or services of Supplier with the knowledge of the Supplier's General Terms and Conditions without reservation.
- 1.3. These General Terms and Conditions apply only if the Supplier is a entrepreneur (§ 14 BGB Civil Code), a legal person under public law or a special fund under public law.

2. Conclusion of a contract

- 2.1. Our order shall be regarded as binding when it is submitted or confirmed in writing at the earliest. The Supplier must point out obvious errors (e.g. spelling or calculation mistakes) and any incompleteness in the order, including the order documents, before accepting it, so that it may be corrected or completed; otherwise the contract shall be regarded as not concluded.
- 2.2. The Supplier is obliged to confirm our Order within a period of 3 days in written form (Acceptance).
- 2.3. We are entitled to change the time and place of the delivery or services and the type of packaging at any time by notice in writing of at least 7 calendar days before the agreed delivery date or date of services. The same shall apply to changes to product specifications, insofar as these can be implemented within the framework of the Supplier's ordinary production process, without any considerable extra effort; in such cases, the notice period in accordance with the previous sentence, shall be at least 14 calendar days. We shall reimburse the Supplier for any reasonable additional costs that can be proven to arise as a result of the change. If such changes result in delays in delivery, which cannot be avoided in the Supplier's ordinary production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify us in writing of the additional costs or delays in delivery that it anticipates, on the basis of a careful assessment, in good time before the delivery date, but at least within 3 working days of the receipt of our written notice in accordance with the first sentence of the present clause.
- 2.4. We are entitled to terminate the contract at any time with a written declaration, stating the reason, if we can no longer use the ordered products or services in our business operations due to circumstances that have arisen after the conclusion of the contract. In this case, we shall pay the Supplier for the partial performance that it has provided.

3. Delivery time and delayed delivery

- 3.1. The delivery time (delivery date or period) specified by us in the order or otherwise agreed shall be binding. Early deliveries shall not be permitted if not expressly agreed in written form before.
- 3.2. The Supplier is obliged to inform us immediately in writing if the Supplier expects that he cannot meet agreed delivery times – for whatever reason.
- 3.3. If the Supplier does not render its services or not within the agreed delivery time or if he enters in default (late delivery), our rights – in particular the right of rescission and claims for damages – are determined by the provisions of law. The regulations in 3.4 remain unaffected.
- 3.4. If the Supplier is in default, we may demand a contractual penalty of 0,25 % of the net price per calendar day, but not more than a total of 5% of the net price of the goods delivered late. We are entitled to demand the contractual penalty in addition to performance or as a minimum value of compensation owed by the Supplier, in accordance with the statutory regulations; the right to claim further damages shall remain unaffected. If we accept the late service, we shall impose the contractual penalty with the final payment at the latest.
- 3.5. Early deliveries shall not be permitted without our prior written approval.

4. Performance, Delivery, transfer of risk, Default of acceptance

- 4.1. The Supplier is not entitled to have the service that it owes performed by third parties (e.g. subcontractors) without our prior written approval. The Supplier shall bear the procurement risk for its deliveries, unless otherwise agreed in the individual case (e.g. restriction to stock).
- 4.2. Delivery takes place, if not otherwise agreed „Delivery Duty Paid“ DDP Incoterms®2020 to the destination determined in the order. If the destination is not determined and nothing else is agreed, the delivery has to take place to our place of business at Postbauer-Heng. The respective destination is also the place of performance for the delivery and possible supplementary performance (debt to be discharged at creditor's domicile).
- 4.3. The products shall be packed properly, if applicable taking into consideration the named packing instructions by Bock, and have to be delivered while protected against damages. We shall only return packaging materials if this has been expressly declared by us in writing or if it is prescribed by law. At our request, the Supplier must, however, take back the packaging at its own expense.
- 4.4. A delivery note stating the date (issue and dispatch), content of the delivery (article number and number of articles) as well as our purchase order identification (date and number) must be enclosed with the delivery. If the delivery note is missing or if it is incomplete we shall not be responsible for delays in the processing and payment resulting from that. Separately from the delivery note a corresponding notice of dispatch with the same content shall be sent to us.
- 4.5. The values calculated by our respective plant shall determine the quantities and weights.
- 4.6. The risk of the accidental loss and the accidental deterioration of the goods shall be transferred to us upon handover at the place of performance unless specified otherwise in the individual supply contracts (e.g. Incoterms®2020). If an acceptance inspection is agreed, this shall be decisive for the transfer of risk. In other respects too, the statutory regulations of the law on contracts for work and services shall apply accordingly in the event of an acceptance inspection. If we are in default of acceptance, this shall be deemed equivalent to transfer or acceptance.
- 4.7. The statutory regulations shall apply to our default of acceptance. The Supplier must expressly offer us its service even if a specific or definable calendar period is agreed for an act or contribution on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may demand compensation for its additional expenses, in accordance with the statutory regulations (Section 304 German Civil Code). If the contract relates to a non-substitutable (custom-built) item to be produced by the Supplier, the Supplier shall only have further rights if we are obliged to make a contribution and are responsible for the omission of this contribution.
- 4.8. Section 373 German Commercial Code (HGB) shall not apply, insofar as this regulation grants the Supplier additional rights to those provided for according to the German Civil Code (BGB).

5. Customs, export control

- 5.1. The Supplier is obligated to make available to us without delay and without costs certificates of origin, (long-term) supplier declarations, statistical goods numbers respectively proofs of preference or possible other documents and data according to the respective applicable legal provisions of foreign trade.
- 5.2. Supplier shall indemnify us against all costs and claims of third parties that occur as a result of incorrect, incomplete or invalid documents or statements of origin.
- 5.3. If Supplier delivers to us goods that are subject to export control, the Supplier undertakes to provide to us unrequested without delay all further documents and information necessary for the application of a permission.

6. Prices, payment conditions

- 6.1. The price indicated in the order respectively agreed is binding. All prices are understood to be including value added tax, if this is not shown separately.
- 6.2. In the absence of a written agreement to the contrary, the price shall include all the services and ancillary services of the Supplier (e.g. assembly, installation) and all the incidental expenses (e.g. proper packaging, transport costs, taxes and duties including any transport and liability insurance) to the shipping address specified in the order.
- 6.3. If the agreed upon price does not include the packaging and the price for the packaging – which is not just provided by way of a loan – is not expressly determined, this must be invoiced at the proven cost price.
- 6.4. If the agreed upon price does not include the transport costs and the transport costs have to be born by Bock, the Supplier has to choose the mode of transportation that is prescribed by Bock respectively the mode of transportation that is most favourable.
- 6.5. Unless otherwise agreed, we shall pay with a 3% discount within 14 days, or net within 30 calendar days after full delivery and service and the receipt of a properly prepared invoice. If an inspection or acceptance is agreed, we shall pay within 15 days after the delivery and service, unless otherwise agreed.
- 6.6. Our order number and order date, the article description, article number, if applicable drawing numbers, the delivery quantity and the delivery address must be given in all the order confirmations, delivery documents, freight documents and invoices as well in the complete correspondence in connection with the order. If one or more of these details is missing and processing by us is delayed as a result, in our normal business operations, we shall not be responsible for resulting delays in the processing or payment, and the payment periods shall be extended by the duration of the delay.
- 6.7. We shall not owe any maturity interest in the sense of article 353 Commercial Code (HGB).
- 6.8. For the default with payment the statutory regulations shall apply.

7. Confidentiality and ownership protection

- 7.1. We retain all rights, in particular title and copyrights to all orders or assignments submitted by us and to the drawings, illustrations, drafts, plans, instructions of execution, calculations, descriptions and other documents, information or data provided to the Supplier.
- 7.2. The Supplier shall be obliged to maintain secrecy in respect of the conditions of the order respectively of the contract and of all information, documents and data made available for this purpose (with the exception of publicly accessible information), not to make it accessible to third parties without our express approval or to use them on its own or through third parties or to reproduce them, to use only for the contractual purpose and to return to us on demand completely if they are not longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Copies of these documents produced by the Supplier must be destroyed in this case; the only exception is the storage in the context of the statutory obligations to preserve records and the storage of data for backup purposes in the context of usual data backup practices. The Supplier shall bind its subcontractors correspondingly. The obligation of confidentiality expires if and to the extent that the information contained in the provided documents, information and data has become generally known.
- 7.3. Tools, devices, templates, samples, models, substances, materials and other items (in the following „items“) that we place at the Supplier's disposal or provide or that are produced for contractual purposes and for which the Supplier charges us separately shall remain our property/title or shall become our property/title. These items must be marked as our property by the Supplier and stored separately from identical or similar items, stored carefully and professionally and without charge, protected from damage and loss of any kind and insured adequately against all risks (at least fire, tap water, theft) at the Supplier's expense to the value as new and only be used for the purposes of the contract, in particular not for third parties. The Supplier is obligated to render any necessary servicing or inspection works to the items as well as all maintenance and repair works in adequate extent on its own costs in a timely manner. The Supplier shall inform us immediately of all not insignificant damage to these items and of access by third parties, e.g. seizures and any other kind of restriction of our title. It is obliged to hand over the items in proper condition to us on request, if it no longer requires them for the fulfillment of the contracts concluded with us or if the Supplier is not any more in the position to deliver or he is no longer competitive.
- 7.4. The processing, mixing or connecting (further processing) by Supplier of the provided items is always performed for us. The same shall apply in the event of the further processing of the delivered goods by us, so that we are considered to be the manufacturer and acquire title to the product, in accordance with the statutory regulations, with the further processing at the latest.
- 7.5. Title to the goods shall be transferred to us unconditionally and regardless of whether the purchase price has been paid. If we accept in the individual case an offer of Supplier to transfer title under the condition of payment of the purchase price, the retention of title shall lapse at the latest with the payment of the purchase price of the delivered goods. We remain entitled to the resale of the goods in the ordinary course of business also before payment of the purchase price under assignment of the herefrom arising claims in advance (alternatively validity of the simple reservation of title and of the prolonged reservation of title to the resale). All other forms of the retention of title, in particular the extended, the forwarded and the prolonged retention of title to the processing shall be excluded in any case.
- 7.6. The Supplier may not refer to the business relationship in advertising material, brochures, etc. without our written consent in advance or present the products manufactured for us.

8. Warranty

- 8.1. In the event of material defects and defects in title in the goods (including incorrect and short delivery and incorrect assembly and inadequate assembly or operating instructions or instruction manual) and in the event of other infringements of obligations by the Supplier, we are entitled to our statutory claims, without limitation, unless otherwise determined below. In particular, we are entitled to demand, at our own discretion, the removal of the defect or the delivery of a defect-free item. In other respects, we are entitled to reduce the purchase price or rescind the contract, in accordance with the statutory regulations. Furthermore, we are entitled to compensation for damages and expenditure, in accordance with the statutory regulations.

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- 8.2. The Supplier warrants that the contractual items comply with the condition, quality and usability agreed by the contract, in particular with our quality regulations, and also with the relevant DIN regulations and the statutory and public authority regulations that apply to their sale and their use and do not infringe the rights of third parties. The product descriptions that - particularly through a designation or reference in our order - are the subject matter of the respective contract or were incorporated into the contract in the same way as the present General Terms and Conditions of Purchase shall be regarded as an agreement as to the condition of the goods in each case. In this respect, it makes no difference whether the product description comes from us, from the Supplier or from the manufacturer.
- 8.3. We do not waive our warranty claims as a result of the acceptance or the approval of samples.
- 8.4. Notwithstanding Section 442 (1) sentence 2 German Civil Code (BGB), we shall be entitled to claims for defects without limitation, even if we were unaware of the defect when the contract was concluded, due to gross negligence.
- 8.5. The statutory regulations (Sections 377, 381 German Commercial Code (HGB)) shall apply to the commercial obligations to conduct an examination and to give notice of defects, with the following condition: our obligation to conduct an examination shall be restricted to defects that are evident in our incoming goods inspection by a visual appraisal, including the delivery documents and in our quality control in spot checks (e.g. transport damages, incorrect and short delivery). If an acceptance inspection is agreed, there shall be no obligation to conduct an examination. In other respects, it depends on the extent to which an examination is feasible in the ordinary course of business, taking the circumstances of the individual case into consideration. Our obligation to give notice of defects for defects discovered later shall remain unaffected. In all cases, our notification of defects shall be deemed immediate and on time if it is received by the Supplier within 10 calendar days.
- 8.6. The costs incurred by the Supplier for the purpose of inspection and rectification (including possible dismantling and assembly costs) shall be borne by the latter even when it emerges that there was in fact no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, we shall only be liable if we have recognised that there was no defect, or have not recognised this as a result of gross negligence.
- 8.7. If the Supplier does not fulfil its obligation to render supplementary performance – at our discretion by removal of the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable term set by us, we may remove the defect ourselves and demand compensation for the expenditure necessary for this or an appropriate advance payment. If the supplementary performance by the Supplier failed or cannot reasonably be expected of us (e.g. on account of particular urgency, a risk to operational safety or the imminent occurrence of disproportionate damages), there shall be no need to set a deadline; we shall inform the Supplier immediately of such circumstances, in advance if possible.
- 9. Liability**
- 9.1. The Supplier shall be liable for all damages incurred by us for which it or its agents are responsible, in accordance with the statutory regulations. It shall indemnify us, in particular, from all claims for compensation from third parties and even release us from instructions from supervisory authorities etc., which are asserted against us in connection with its contractual delivery or service. The Supplier shall also be liable for the observance of the statutory regulations, especially the environmental, accident prevention, fire prevention and safety-at-work regulations.
- 9.2. The Supplier undertakes to take out a liability insurance policy and to maintain it for the duration of the business relationship. The liability insurance cover must extend to the liability of persons that the Supplier uses for the execution of its work to the extent to which these persons cause damages when performing their tasks arising from the present contract. The amount covered by the liability insurance policy must amount to, per incident, at least € 500,000 for personal injury and damage to property and € 50,000 for financial losses, unless other amounts are stipulated in the order. The Supplier must present us with proof of coverage for this insurance policy on request 10 days after the conclusion of the contract at the latest.
- 9.3. The Supplier and its agents must ensure the careful and safe storage of their property that is brought into our premises. We shall be liable for damages to this property or for the loss thereof etc. in accordance with the following general liability provision in 9.4.
- 9.4. In the event of wilful intent or gross negligence on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the statutory regulations; also in the event of the culpable infringement of essential contractual obligations. If there is no deliberate breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damages. The liability on account of culpable injury to life, limb or health and liability according to the Product Liability Act shall remain unaffected. Unless expressly stipulated otherwise, our liability shall be excluded.
- 10. Product liability, insurance**
- 10.1. The Supplier shall indemnify us against all claims of third parties for damages, costs, expenses and other disadvantages that result from product defects in so far as the cause is set in his domain and organizational area and he is liable in the external relationship itself.
- 10.2. In the extent of this indemnity obligation the Supplier is also obligated to reimburse possible expenditures of us and to reimburse damages that arise from a product defect or a field action in connection with a product defect. The field actions include in particular recall actions and warnings. We will inform the Supplier about the content and extent of such field actions – in so far as possible and reasonable – and give him the possibility to comment. Further legal claims remain unaffected.
- 10.3. The Supplier is obliged to conclude and to maintain a product liability insurance policy, at its own expense, with an adequate amount covered of at least € 10 million per incident of personal injury/material damage - blanket cover – including cover for costs for recall actions; if we are entitled to further claims for compensation, these shall remain unaffected. The Supplier will prove the existence of the insurance on request at any time.
- 11. Statute of limitations**
- 11.1. The mutual claims of the contract parties become time-barred according to the legal provisions, if not otherwise determined in the following.
- 11.2. Notwithstanding § 438 Abs. 1 Nr. 3 Civil Code (BGB) the general limitation period for claims for defects is 3 years beginning with the transfer of risk, if not otherwise agreed. If an acceptance is legally required or agreed, the limitation period begins with acceptance. The 3 years limitation period applies accordingly also for claims for defects of title whereby the legal limitation period for in rem claims for restitution of property of third parties (§ 438 Abs. 1 Nr. 1 Civil Code (BGB)) remains unaffected; further more Claims for defects of title do in no case become time-barred as long as the third party can assert claims – in particular in the absence of time-barring – against us. The provisions of § 438 Abs. 1 Nr. 1 und 2 Civil Code (BGB) remain apart from that unaffected.
- 11.3. The periods of limitation under the law governing the sale of goods, including the aforementioned extension, shall apply – to the statutory extent – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for compensation on account of a defect, the regular, statutory period of limitation (Sections 195, 199 German Civil Code (BGB)) shall apply if the application of the periods of limitation under the law governing the sale of goods does not lead to a longer period of limitation in the individual case.
- 11.4. With the receipt of our notification of defects by the Supplier, the period of limitation of warranty claims shall be suspended until the Supplier rejects our claims or declares the defect to be removed or otherwise refuses to continue negotiations concerning our claims. In the event of a replacement delivery and the removal of the defect, the warranty period for the replaced and repaired parts shall begin again, unless we have had to assume from the behaviour of the Supplier that the latter did not feel obliged to undertake the measure, but only performed the replacement delivery or removal of the defect as a gesture of goodwill or for other reasons.
- 12. Protection of Construction, rights of use**
- 12.1. In so far as the ordered parts are manufactured by Supplier on the basis of our own construction, all rights arisen in connection with the construction remain with us. With acceptance of the order the Supplier commits itself neither to deliver the ordered parts now or later to third parties nor to offer them. Inquiries have to be forwarded to us exclusively.
- 12.2. The Supplier assigns to us the exclusive right, unrestricted in time, to publish, distribute, duplicate, edit and to use in all other ways all ideas, concepts, drafts and designs produced by Supplier and commissioned by us. The preceding granted rights extend to all types of use. The granting of rights according to this provision includes expressly the right to further transfer it to third parties.
- 12.3. The preceding assignment of rights is compensated with the price respectively paid by us.
- 13. Property rights**
- 13.1. The Supplier warrants that the products delivered by it do not infringe any property rights of third parties.
- 13.2. If a claim is asserted against us by a third party, the Supplier is obliged to indemnify us from these claims at our first request; the Supplier's obligation to indemnify us shall relate to all expenses that we necessarily incur, resulting from or in connection with the claim asserted by a third party, unless the Supplier proves that it is not responsible for the infringement of the obligations which forms the basis for the infringement of the property rights.
- 13.3. Our further statutory claims arising from defects in title in the products delivered to us shall remain unaffected. 11.2 shall apply with regard to the limitation period.
- 14. Spare parts**
- 14.1. The Supplier is obliged to hold spare parts for the delivered products for the period of ordinary technical use, but for at least 10 years after the delivery.
- 14.2. If the Supplier intends to cease production of spare parts for the products delivered to us, it shall inform us of this immediately after the decision about stopping production. This decision must be made at least 6 months before production is ceased – subject to sentence 1.
- 15. REACH**
- 15.1. The Supplier in its own responsibility has to take care of that the goods comply with the provisions of the Regulation (EC) Nr. 1907/2006 („REACH-Regulation“) on the Registration, Evaluation, Authorisation and restriction of Chemicals in the respectively current version. In particular the chemical substances contained in the goods, in so far as necessary under the provisions of the REACH-Regulation, have to be pre-registered or registered. The Supplier shall provide to us according to the provisions of the REACH-Regulation safety data sheets and further necessary information unrequested. In particular restrictions and/or prohibitions of chemical substances respectively usages and possible contents of chemical substances on the candidate list (SVHC) have to be observed and we have to be informed in written form unrequested.
- 16. Assignment and set-off**
- 16.1. The Supplier shall not be entitled to assign to third parties its claims arising from the contractual relationship. This shall not apply, insofar as monetary claims are concerned.
- 16.2. We shall be entitled to our full statutory rights of set-off and retention and the plea of non-performance. We are, in particular, entitled, to retain due payments, as long as we still have claims against the Supplier arising from incomplete or faulty services.
- 16.3. The Supplier shall only have a right of set-off or retention on the basis of non-appealable decision or undisputed counterclaims.
- 17. Other provisions**
- 17.1. The law of the Federal Republic of Germany shall apply to these General Terms and Conditions of Purchase and all the legal relations between us and the Supplier, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods of 11. April 1980 (CISG). Conditions and consequences of the retention of title are subject to the law in the respective place where the item is stored, insofar as the choice of law made in favour of German law is impermissible or invalid.
- 17.2. If the Supplier is a merchant in terms of the German Commercial Code (HGB), a legal person under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the exclusive – even international - place of jurisdiction for all disputes arising from the business relationship between us and the Supplier shall, at our discretion, be Nuremberg, Germany, or the seat of the Supplier. For actions against us, however, Nuremberg, Germany, shall be the exclusive place of jurisdiction in these cases. Mandatory statutory regulations about exclusive places of jurisdiction shall remain unaffected by this provision.
- 17.3. Individual agreements made with the Supplier in an individual case (including subsidiary agreements, additions and amendments) shall take precedence over these General Terms and Conditions of Purchase. The contents of such agreements shall be governed by a written contract or our written confirmation.
- 17.4. Observation of the written form requires neither a personal signature nor an electronic signature. Notices by means of fax or e-mail comply with the written form requirement in the same way that other forms of text do, without it being required that the end of the statement is particularly identified as such.
- 17.5. If the contract or the present Terms and Conditions of Purchase contain any gaps, they shall be filled with legally valid provisions, which the contracting partners would have agreed upon, if they had been aware of the gap, in accordance with the economic objectives and the purpose of the present General Terms and Conditions of Purchase.
- 17.6. The Supplier acknowledges that we store data from the contractual relationship, in accordance with the Federal Data Protection Act, for the purpose of data processing and reserve the right to transmit the data, insofar as it is necessary for the execution of the contract, to third parties (e.g. insurance providers).
- 17.7. References to the validity of statutory regulations shall only be for the purpose of clarification. Even without such clarification, the statutory regulations shall apply, unless they are directly amended or expressly excluded in the present General Terms and Conditions of Purchase.