

1. Application

- 1.1. These General Terms and Conditions of Sale and Deliveries („GTC“) apply for all business relationships with our Clients. They also apply to all future deliveries, services and offers to the Client, even if they are not agreed separately elsewhere.
- 1.2. Our GTC apply exclusively. General Terms and Conditions of the Client which differ from, conflict with or supplement these GTC or the statutory provisions shall only then and insofar become a part of the contract to the extent that we have explicitly approved their validity. This approval requirement shall apply in any case, for example also if, with the knowledge of the General Business Terms of the Client, we carry out the delivery or render the services to him without reservation.
- 1.3. These GTC apply only if the contract partner is entrepreneur (§ 14 BGB German Civil Code) a legal entity under public law or a special asset under public law.

2. Offers and contract conclusion

- 2.1. Our offers are non-binding and without obligation, unless they are expressly identified as binding or contain a specific term of acceptance.
- 2.2. The purchase order of goods or services by the Client is deemed to be a binding contractual offer. Unless the order provides otherwise, we are entitled to accept this contractual offer within 14 days after its receipt. Acceptance may be given either in writing (e.g. by order confirmation) or through delivering the goods to the Client or through the performance of the service.
- 2.3. The only decisive element for the legal relationships between us and the Client is the written contract (in a legal sense: i.e. also if the contract comes into effect as a result of a separate offer and acceptance), inclusive of these general terms and conditions. The contract reflects all agreements made by the contracting parties in full. Verbal commitments by us before the conclusion of the contract are not legally binding and oral agreements between the parties are superseded by the written contract, unless it expressly arises that they shall remain in force.
- 2.4. We reserve the right of ownership to or copyright on all our offers made and cost estimates as well as to/on drawings, diagrams, drafts, design proposals, calculations, brochures, catalogues, models, tools, and other documents and aids provided for the Client. The Client may not make these items and information – either as they are or in terms of their content – without our express permission accessible to third parties, nor disclose them, use them itself or through third parties or reproduce them. At our request, the Client must return these items in full to us and destroy any copies when they are no longer needed in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Except from this is the storage of data provided electronically with the purpose of usual data backup.

3. Prices, Payment

- 3.1. The prices apply for the scope of services and delivery stated on the order confirmation and/or contract. Additional or special services will be charged separately.
- 3.2. If it is agreed that the price depends on the weight of the part the final price will be calculated from the weight of the final approved sample.
- 3.3. Our Prices are given in EURO, ex works, exclusive of packaging, the statutory VAT, customs as well as fees and other public taxes and duties, unless expressly agreed otherwise.
- 3.4. In the case of sale by delivery to a place other than the place of performance, the Client shall bear the actual cost of transportation from the factory/warehouse and the costs of any transport insurance requested by the Client.
- 3.5. Invoiced amounts are due and payable free of charges and costs within 10 days from the date of invoice, unless otherwise agreed. The date of payment is deemed to be the date on which we receive the payment. Payment by Cheque is excluded unless agreed on a case-by-case-basis. The deduction of any discount requires express written agreement on a case-by-case-basis.
- 3.6. Upon expiry of the aforementioned payment deadline, the Client is in default. The invoice amount will be subject to the applicable statutory default interest rate (§ 288 BGB Civil Code) during the delay in payment, in addition, in case of delay, a lump sum according to the applicable statutory provisions shall accrue. We reserve the right to claim further damages. With regard to merchants, our entitlement to commercial maturity interest (§ 353 of the German Commercial Code (German acronym: HGB)) remains unaffected.
- 3.7. The Client shall be entitled to rights to setoff and retention rights only to the extent that its claim is established as final and absolute by a court or if it is undisputed. In the event of defects to the delivery or services, the Client's counterclaims remain unaffected (e.g. Section 8.5).
- 3.8. If, after conclusion of the contract, it is apparent (e.g. through a petition to institute insolvency proceedings) that our claim for the price agreed is endangered by the Client's lack of performance, we are entitled under statutory provisions to refuse performance and – should the situation arise, after a deadline has been set for performance or provision of securities to no avail – to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible items (custom-made), we may withdraw immediately; this does not affect the legal provisions regarding the dispensability of setting a deadline.

4. Delivery time, provided materials, delay of deliveries

- 4.1. The delivery or service time is agreed individually or the estimated delivery date is indicated by us upon acceptance of the order.
- 4.2. Delays shall not be at our fault if the Client fails to fulfil its obligations to cooperate or does not comply in good time, especially when the former shall provide necessary documents for the specification of the contract products, shall clarify all technical details, shall make agreed payments and shall provide materials in time.
- 4.3. If materials are supplied by the Client, these are to be delivered to us at the Client's own costs and risk in the amount of the necessary gross total quantity inclusive a minimum additional amount determined by us in time and in perfect condition.
- 4.4. If we cannot meet binding delivery or services deadlines for reasons for which we are not responsible (non-availability of service), we will inform the Client thereof immediately and simultaneously give notice of the new expected deadline. If the service is not available by the new delivery deadline also, we are entitled to withdraw from the contract wholly or partially; we will immediately refund any payment made by the Client. "Non-availability of service" in this sense refers in particular to delayed delivery by our suppliers – if we have concluded a congruent hedging transaction – where neither we nor our suppliers are at fault or where, in a particular case, we are not obliged to undertake procurement.
- 4.5. The occurrence of delayed delivery by us is governed by statutory provisions. Nevertheless a reminder must be sent by the Client in all cases.
- 4.6. If we are delayed in the performance of a delivery or service or if we cannot perform a delivery or service for whatever reason, then our liability shall be limited to compensation for damages in accordance with Section 9 of these GTC.
- 4.7. The rights of the Client pursuant to Section 9 of these GTC and our legal rights, especially in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of the performance and/or supplementary performance) remain unaffected.

5. Delivery, shipment, packaging, place of performance, transfer or risk, default of acceptance

- 5.1. Unless specified otherwise in the order confirmation or the contract, delivery and services are made "ex works" (Incoterms 2020) from the respective plant where also the place of performance for the delivery and service and a possible supplementary performance is located. At the request and costs of the Client the goods shall be sent to another place of destination (contract of sale involving the carriage of goods).
- 5.2. The shipping method and packaging are subject to our reasonable discretion, if not otherwise agreed.
- 5.3. The consignment will be insured by us against theft, breakage, transport, fire and water damage or any other similar risks only at the express request of the Client and at the latter's expense.
- 5.4. We are entitled to make partial deliveries if the partial delivery can be used by the Client within the scope of the contractually intended purpose, if the delivery of the remaining ordered goods is ensured and if the Client does not incur any significant additional expenses or costs (unless we agree to assume these costs).
- 5.5. The risk of accidental loss and accidental deterioration of the goods shall pass to the Client 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 and the risk of delay are transferred to the Client when the delivery item is handed over to the forwarding agent, carrier or other third party identified to execute shipment. If acceptance has been agreed or is legally required, such acceptance will govern the transfer of risk. In addition, the statutory provisions of the law of contract for work shall also apply accordingly to an agreed acceptance. The acceptance is likewise deemed to have taken place if the buyer is late in accepting.
- 5.6. If the Client is late with its acceptance, or if it fails to cooperate or if our delivery is delayed for other reasons for which the Client is responsible, then we are entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). We charge a lump-sum compensation in the amount of 0.5% of the price of the affected delivery per calendar week, up to a maximum of 5% of the price of the affected delivery, beginning with the delivery deadline or – in the absence of a delivery deadline – upon notification of readiness for dispatch of the delivery item. The Proof of higher damages and our legal claims (in particular: compensation for additional expenses, reasonable compensation and termination) remain unaffected; the lump sum, however, is to be offset against further monetary claims. The Client is entitled to prove that we have suffered no or considerably lower damages than the aforementioned flat rate.

6. Retention of title

- 6.1. Until the full payment of all of our present and future claims arising from the contract and from any ongoing business relationship (secured claims) with the Client we reserve the ownership of the goods sold.
- 6.2. The Client will store the goods which are subject to retention of title free of charge for us; proper storage is to be effected at the Client's expense and separately from the other items; at our request, the goods are to be specially marked and insured against damage, destruction and loss.
- 6.3. The goods subject to retention of title may neither be pledged to third parties before full payment of the secured claims, nor transferred as a form of security. The Client must inform us immediately in writing if and insofar as third parties access goods belonging to us.
- 6.4. In the event of the Client breaching the contract, in particular in the event of non-payment of the purchase price due, we are entitled, under statutory provisions, to withdraw from the contract and reclaim the goods on the grounds of retention of title and withdrawal. If the Client fails to pay the amount due, we may assert these rights only if we have previously set the Client a reasonable deadline for payment (which has not been met) or if the setting of such a deadline is unnecessary according to statutory provisions.
- 6.5. The Client is – until revocation according to paragraph 6.8 below - entitled to sell on and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
- 6.6. The retention of title extends to 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 case of processing, mixing or combining with third parties' goods the title of third party goods persists, we will acquire joint ownership thereof in proportion to the invoice value of the processed, mixed or combined goods. In other respects, with regard to the resulting product the same applies as for the goods delivered which are subject to retention of title.
- 6.7. The Client hereby assigns to us, by way of security, any debt claims against third parties resulting from the resale of the goods or products, or those which amount to the value of any joint ownership by us as per the preceding paragraph. We accept this assignment. The Client's obligations referred in Section 6.3 also apply in respect of the assigned claims.
- 6.8. The Client remains authorised to collect the debt claim, in addition to us. We undertake not to collect the debt claim as long as the Client meets its payment obligations vis-à-vis us, there is no lack of its performance and we haven't asserted the retention of title by exercising a right according to section 6.4. If this is the case, then we may demand that the Client informs us of the assigned claims and the relevant debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore we are in this case entitled to revoke the right of the Client 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 will release securities (as chosen by us) upon the Client's request.

7. Special Agreements for Tools / Moulds

- 7.1. All Rights including property rights in tools/moulds as well as technical devices („Tools“) for the production of BOCK standard components are and remain with us.
- 7.2. If the Client assigns us with the manufacture of a tool, the price is to be paid as follows, if not otherwise agreed: 35 % at placing of an order, 35 % with presentation of first samples, 20 % 6 weeks after presentation of first samples, 10 % with release of series production, at the latest within 6 weeks after invoicing of the final invoice, net in each case. The price for the tools include, if not otherwise agreed, the costs for the one-time sampling, but not the costs for testing and processing devices, development and project management services, costs for prototypes as well as for modifications initiated by the Client.
- 7.3. If it is agreed that the Client shall become the owner of the tool (e.g. by conclusion of a contract for work and materials), the ownership is transferred to the Client after the purchase price for the tool has been paid in full. The handing-over of the tool to the Client is replaced by our obligation to store it if not otherwise agreed. Independent of the legal right of the Client to have the tool handed out and independent of the life-time of the tool, we are entitled to solely hold the tool until termination of the Supply Contract for the components or the achievement of a possible agreed minimum output quantity. We will mark the tools as external goods and will insure the tools at the costs of the Client upon demand of the Client.
- 7.4. Unless otherwise agreed, we are and remain the proprietor of the tools produced by ourselves or by third party assigned by us. Tools will only be used for the orders of the Client, as long as the Client complies with his obligations to pay and his purchase commitment. We are only obliged to replace the tools without costs for the Client if this is

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- necessary to produce the output quantity guaranteed by us to the Client. Our obligation to store the tools ceases 2 years after the last delivery out of the tool and prior notice to the Client.
- 7.5. Concerning tools owned by the Client according to subsection 7.3 and /or tools lent by the Client, our responsibility concerning storage and maintenance is limited to the diligence which we use in our own affairs. Costs for maintenance and insurance are borne by the Client. Our obligations cease when, after completion of the order and a corresponding request by us, the Client fails to collect the tool within an appropriate period. In this case we are entitled to scrap the tool without claim to compensation of the Client. As long as the Client has not completely fulfilled his contractual obligations, we - in any case - have the right to retain the tool.
- 8. Warranty**
- 8.1. The statutory provisions apply with regard to the rights of the Client in the event of defects unless otherwise specified in these GTC. In all cases, the special statutory provisions in the case of the final delivery of the goods to a consumer ("recourse of the entrepreneur" pursuant to §§ 478, 479 BGB German Civil Code) remain unaffected.
- 8.2. The basis of our liability for defects is primarily the agreement made regarding the condition of the goods. The thus designated product descriptions that are submitted to the Client before ordering or are included in the contract in the same way as these GTC are deemed to form an agreement regarding the condition of the goods. If the condition has not been agreed, it will be assessed under the statutory regulations as to whether a defect is present or not.
- 8.3. The Client's warranty claims require that it has complied with its statutory inspection and notification obligations (§§ 377, 381 HGB German Commercial Code). If a defect becomes apparent upon inspection or at a later date, we must immediately be notified thereof in writing. "Immediately" in this sense means that the receipt of notification must be within two weeks whereby the timely dispatch of the report is sufficient in order to safeguard the deadline. Irrespective of these inspection and notification obligations, the Client must notify us of obvious defects (including wrong and short deliveries) in writing within two weeks after delivery, whereby the receipt of notification must be made within this time for it to be valid also. If the Client fails to undertake proper inspection and/or notification of defects, our liability for non-notified defects is excluded.
- 8.4. If the delivered goods are defective, then we may first choose whether we will remedy the defect (rectification) or deliver non-defective goods (replacement). Our right to refuse supplementary performance pursuant to statutory requirements remains unaffected.
- 8.5. We are entitled to undertake supplementary performance on the condition that the Client pays the purchase price due. The Client is, however, entitled to withhold an adequate proportion of the purchase price corresponding to the defect.
- 8.6. If the Client determines defects in the goods, he must not dispose of the goods i.e. the goods must not be split up, resold respectively further processed, until an agreement about the handling of the complaint has been reached respectively a evidence security proceeding by an expert, appointed by the Chamber of Industry and Commerce, Regensburg, has taken place.
- 8.7. The Client must give us the time and opportunity for supplementary performance, and must in particular hand over the goods forming the subject of the complaint for testing purposes. In the case of replacement, the Client must return the defective item to us under the statutory provisions. Supplementary performance does not include the removal of the defective goods or the reinstallation if we were originally not obligated to install it.
- 8.8. The expenditures necessary for the purpose of examination and supplementary performance, in particular transport, travel, labour and material costs (not: removal and installation costs), shall be borne by us if there is indeed a defect. Otherwise we may demand compensation from the Client for expenses related to the unjustified request for remedial action (in particular expenses for testing and transport), unless the lack of defects was not recognizable for the Client.
- 8.9. In urgent cases, such as in the case of danger to operational safety or prevention of excessive damage, the Client has the right to remedy the defect itself and demand that we refund it for the associated, objectively necessary expenses. We have to be immediately notified – if possible in advance – of self-performance of this type. The right of self-performance does not exist if we would be entitled to refuse supplementary performance according to statutory provisions.
- 8.10. If supplementary performance fails or if a reasonable deadline set by the Client for supplementary performance expires without success, or if the setting of a deadline is unnecessary according to the legal provisions, the Client may withdraw from the contract or reduce the agreed price. In the case of a minor defect, however, there is no right of withdrawal.
- 8.11. The Clients' claims for damages or compensation for futile expenses exist only in accordance with Section 9 and will for the rest be excluded.
- 8.12. The warranty is void if the Client changes the delivery item without our consent or if the Client has it changed by third parties and rectification is thereby made impossible or unreasonable difficult. In any case, the Client must bear the additional costs of rectification incurred as a result of the changes.
- 8.13. The Client has to inform us immediately about a warranty case at a Consumer.
- 9. Other Liability**
- 9.1. Unless these GTC, including the following provisions, provide otherwise, we are liable in case of breaches of contractual or non-contractual duties according to the relevant statutory provisions.
- 9.2. We shall be liable for damages – irrespective of legal ground – in the framework of fault-based liability in case of intent and gross negligence.
In the case of simple negligence we are liable – subject to a milder standard of liability according to the statutory provisions (e.g. diligence in own affairs) - only
a) for damages resulting from the injury of life, body and health,
b) for damages resulting from a serious violation of an essential contractual obligation (obligation, whose fulfilment allow the contract to be properly implemented in the first place and in whose compliance the Contract Party regularly trusts and may trust); in this case our liability is however limited to the reimbursement of the foreseeable, typically occurring damages.
- 9.3. The limitations of liability resulting from the paragraphs above apply also with regard to violations of contractual obligations through or in favour of persons for whose faults we are responsible according to the legal provisions. They do not apply insofar we have fraudulently concealed a defect or have given a guarantee for the condition of the goods or regarding claims according to product liability law.
- 9.4. No change of burden of proof to the disadvantage of the Client is connected with the preceding provisions.
- 9.5. In the case of a breach of obligations which is not a defect, the Client may only withdraw from or terminate the contract if we are responsible for the breach of obligations. An unrestricted right of termination by the Client (in particular pursuant to §§ 651, 649 BGB German Civil Code) is excluded. For the rest statutory requirements and legal consequences shall apply.
- 9.6. As far as in these GTC claims for damages are mentioned, this also means claims for reimbursement for expenses in the sense of § 284 BGB (German Civil Code) or reimbursement for expenses.
- 10. Limitation period**
- 10.1. Unless otherwise agreed, the general limitation period for claims arising from defects of the goods and services is one (1) year from delivery respectively acceptance. Special statutory provisions for limitation periods remain unaffected (in particular § 438 Abs. 1 Nr. 2 BGB, § 438 Abs. 1 Nr. 1, Abs. 3, §§ 444, 479 BGB, § 634 a Abs. 1 Nr. 2 BGB German Civil Code).
- 10.2. The foregoing limitation periods also applies to the Client's contractual and non-contractual claims for damages, based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would result in a shorter limitation period in a particular case. The limitation period of the German Product Liability Act shall remain unaffected in any case. The statutory limitation periods shall otherwise exclusively apply to the Client's claims for damages in accordance with Section 9 above.
- 11. Property Rights and defects of title**
- 11.1. Where we are required to supply on the basis of drawings, models, samples or using parts provided by the Client or according to specifications of the Client (that means products that are not BOCK standard components) the Client is responsible that no protected rights of third parties are infringed in the country of destination of the goods. We shall draw the Client's attention to any conflicting rights known to ourselves. The Client shall hold us harmless from any third-party claims and reimburse us for any loss that may incur to us thereby. If the client is prohibited from manufacture or delivery by a third party on the basis of an industrial property right belonging to the third party, we are entitled to cease work without making a closer examination of the legal situation until clarification of the legal situation by the Client and the third party. In the event that it is no longer reasonable for us to carry out the fulfillment of the order due to the delay, then we shall be entitled to rescind the agreement.
- 11.2. With the exception of delivery of BOCK-standard components we do not assume any warranty for the freedom of third party rights if not expressly otherwise agreed.
- 12. Returnable Packaging**
- 12.1. The Client agrees to return to us returnable packaging (lattice boxes, pallets, etc.) of the same type, amount, value, quality and condition that it has received for the purposes of delivery. If the Client shall be unable to return the same at the delivery of our goods, then it shall immediately and on its own costs ensure a settlement of the account of empties (duty to bring). If the Client shall be in default of the duty to return the returnable packaging, then we may, after granting a reasonable additional time to cure, refuse this acceptance and demand compensation from the Client.
- 13. Miscellaneous provisions**
- 13.1. With regard to these GTC and to all legal relationships between us and the Client, the law of the Federal Republic of Germany applies, excluding international uniform law; in particular the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply. The requirements and effects of retention of title pursuant to Section 6 are subject to the law of the respective location of the object, insofar as, according to this law, the preference for German law is inadmissible or ineffective.
- 13.2. If the Client is a merchant according to the German Commercial Code, a legal entity under public law or a special asset under public law, or if the Client has no general jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between us and the Client will either be – at our discretion – Nuremberg or the registered office of the Client. However, Nuremberg is the exclusive place of jurisdiction in cases of complaint against us. Mandatory statutory provisions on exclusive jurisdiction remain unaffected by this provision.
- 13.3. In individual cases, individual agreements with the Client (including collateral agreements, supplements and amendments) will in any case take precedence over these general terms and conditions. A written contract or our written confirmation is decisive in terms of the content of such agreements.
- 13.4. The assignment of claims of the Client vis-à-vis us that arise from the business relationship is excluded unless they are monetary claims.
- 13.5. If the contract or these GTC contain regulatory gaps, other legally effective provisions will be deemed as agreed, where the latter close these loopholes and where the parties would have agreed on such provisions pursuant to the economic objectives of the contract and the purpose of these GTC had they been aware of the loophole.
- 13.6. The Client hereby notes that we store data from the contractual relationship according to the German Federal Data Protection Act for the purpose of data processing and we reserve the right to transmit such data to third parties to the extent necessary to fulfil the contract (e.g. to insurances).
- 13.7. References to the validity of statutory provisions are only given for clarification purposes. Even without such clarification, the statutory provisions apply insofar as they are not directly modified or expressly excluded in these general terms and conditions.