

## §1 General

- 1.1 Our General Terms and Conditions apply to the following contract and to all future contracts relating to the business relationship, even where such future application is not explicitly referred to in each case. The customer's own terms and conditions are rejected. Such terms and conditions shall under no circumstances be deemed to be part of the contract.
- 1.2 If specific clauses in our General Terms and Conditions are not valid, this does not affect the validity of the remaining clauses. Any invalid clauses shall be replaced by a permissible provision which corresponds as closely as possible to the business purpose and intent of the original invalid clause.
- 1.3 Any additions or changes to the contract made prior to conclusion of the same must be made in writing to be effective. Declarations made by individual employees are only valid if confirmed by us in writing.
- 1.4 The contract is subject exclusively to the law of the Federal Republic of Germany as this applies to our domestic business operations. The application of the UN Convention on Contracts for the International Sales of Goods of April 11, 1980 (CISG) is excluded in particular.

## §2 Offer and acceptance

- 2.1 Our offers are non-binding and subject to change; in legal terms they are merely invitations to treat.
- 2.2 The contract is made when we accept the offer made by the customer (order / purchase order) in writing or by performance of the order or purchase order.
- 2.3 The customer must inspect our declaration of acceptance / confirmation of order immediately. Notice of any deviations from the customer's purchase order must be given immediately. If no such notice is given, the content of the contract will be the content of our declaration of acceptance / confirmation of order. If no formal declaration of acceptance/confirmation of order is given, the above shall apply analogously to the partial or final invoice.
- 2.4 We endeavour to comply with any subsequent change requests made by the customer. However, no such obligation exists in this respect. If work has already commenced (e.g. cutting, working and similar), such requests cannot be complied with. If, nonetheless, requests are complied with in such cases, this will result in additional costs.

## §3 Supplies and services

- 3.1 The customer's wishes regarding delivery dates (see „requested delivery date“) will be complied with as far as possible but shall not be binding. Any agreed delivery periods will only begin to run upon receipt by us of all the documents required from the customer (drawings, dimensions, templates, etc.).
- 3.2 Our deliveries are made ex-works or ex-stock. The place of performance is the works/warehouse. If deliveries are made with our own vehicles or with vehicles belonging to the supplying works, delivery shall be considered to have taken place as soon as the goods are available to the recipient in front of the delivery location on a surfaced road and on the vehicle. The customer is responsible for unloading; any unloading equipment or labour which is required must be provided by the customer. If, in addition to the contractual arrangements, the customer also wishes to have the goods unloaded, transported or installed, in whole or part, and if we should comply with this wish, the services will be provided at the customer's risk and on the customer's liability. In this respect the employees used for this purpose shall be deemed the customer's agents in performance. We shall, nonetheless, be entitled to issue separate invoices for the expenditure incurred by us as a result.
- 3.3 The risk passes to the customer when the goods are transferred to the carrier, irrespective of whether the carrier has been ordered by the customer, by the supplying works or by us. This also applies to carriage paid delivery. If the consignment is accepted by the carrier without demur, this shall constitute evidence for the perfect condition of the packaging and of proper loading, unless that is the customer demonstrates that the packaging was defective

at the time consignment was handed over or that loading was not carried out properly. If the consignment is delivered free domicile, the risk shall pass upon delivery to the customer.

- 3.4 If the goods have to be stored by us owing to a delay in delivery for which the customer is responsible, the goods will be stored at the customer's risk
- 3.5 If our supply works claim customary tolerances for the goods, including but not limited to minor deviations in colour and structure, these tolerances shall also apply to this contract.
- 3.6 The period of grace for delays in delivery or performance shall be 4 weeks. Incidents of force majeure, strikes or lockouts as well as unforeseeable and unavoidable circumstances, e.g. operational disruptions or delays for our suppliers, shall entitle us to postpone delivery for the duration of the hindrance plus a reasonable start-up period or to withdraw from all or part of the contract on account of the part not yet performed. We will notify our customers without delay of any incident of force majeure or any of the other circumstances referred to above should occur. We will endeavour to keep any inconvenience for our customers to a minimum.
- 3.7 Claims for damages of any kind are limited to liability for wilful intent and gross negligence. This limitation of liability does not apply to obligations which, exceptionally, are essential to the nature of the contract (major contractual duties). In this case we shall be liable for slight negligence.
- 3.8 Claims for damages are limited to losses which are typically foreseeable under the contract.
- 3.9 A pandemic or epidemic event may lead to a delay in deliveries from our raw material suppliers and/or employee downtime. This potentially results in an unexpected shift of our delivery dates. Penalties or any type of claims as a result of such events will be rejected.

## §4 Shipment

- 4.1 We are entitled to select the packaging at our own discretion taking account of transport issues and technical issues relating to production. The length of the packaging will in all cases be determined by the largest dimension of the unit.
- 4.2 Insurance and other costs of shipment are not included in the price. If an insurance policy is taken out at the customer's request, we will only act in the capacity of broker for the customer and in no sense as the insurance broker in the legal sense, in particular under sections 84, 92, 93 of the German Commercial Code (HGB) and not as the contractual partner for the insurance in the insurance policy.
- 4.3 Except in the case of non-returnable packaging, the packaging will remain our property. The customer must return such packaging immediately. If the customer defaults on timely return, we will be entitled to demand compensation for loss of use amounting to 1 % of the purchase price per day. This also applies in particular to reusable transport racks. If parts (including in particular the supporting bars) are damaged or lost, the customer must reimburse the cost of repair or replace any parts which have been lost. Our customer has the opportunity to demonstrate that no such damages have been incurred or only to a very limited extent.

## §5 Payment

- 5.1 Payment is made for the scope of supplies and services stipulated in the confirmations of order. Additional or special services will be invoiced separately. Payment must be made in euros on an ex-works basis, including packaging and excluding delivery and statutory valueadded tax/sales tax, customs, charges and other public levies on exported goods.
- 5.2 If no specific payment has been agreed, the payment generally demanded by us on the day of delivery shall apply. If a specific payment has been agreed, we are entitled to make an appropriate adjustment if the production costs, including but not limited to wages and material prices, change after the contract has been made. If the price increases by more than 10 %, the customer is entitled to withdraw from the contract within two weeks of receipt of notification of the increase in price.
- 5.3 Unless otherwise agreed by contract, our invoices are due for

settlement at no discount immediately. Bills of exchange and checks are only accepted on account of performance. Settlement by means of bills of exchange is also subject to separate prior agreement with us. Discount, bill charges and any other costs shall be paid by the customer.

- 5.4 We are entitled to demand appropriate instalment payments. We are also permitted to make partial performance to the extent that it would be reasonable for the customer to accept such partial performance; in this case the customer must pay for the partial performance provided immediately.
- 5.5 The customer can only offset claims against us if the relevant counterclaim is undisputed or legally binding. The same applies to the exercise of a right of retention.
- 5.6 Any prompt payment discounts which have been agreed will be forfeited if upon receipt of the invoiced amount subject to such conditions other invoices upon which payment is due to us remain outstanding. Prompt payment discounts may not be claimed in any case where settlement is made by bill of exchange.
- 5.7 Prompt payment discounts are only granted on the net amount, i.e. in particular not on costs, freight, etc.
- 5.8 Our employees may not take receipt of payments without our written authorisation.
- 5.9 If the customer fails to make payments (including advance payments) which are due for settlement, we shall be entitled to demand damages for nonperformance and/or to withdraw from the contract following the fruitless expiry of a reasonable period of grace set by us which need not be longer than two weeks.
- 5.10 We are entitled to charge interest on arrears of 9 percentage points per annum over the base rate; this does not exclude further damages or higher interest on other legal grounds.
- 5.11 All our claims are due for settlement immediately if bills are protested, payments are discontinued or if application is made for the opening of insolvency proceedings against the customer's assets. We are also entitled, if we become aware of a substantial deterioration in the customer's financial standing, to refuse to provide performance until payment has been made or collateral has been provided by the customer.

## §6 Warranty and limitation periods

- 6.1 The customer must inspect all deliveries, including partial deliveries, without delay. Any defects, including incorrect quantities or wrong deliveries, must be notified in writing within five days at the latest and in all cases prior to working or installation. As glass manufacturers we produce fragile goods. For this reason the goods produced and possibly delivered by us must be inspected immediately for breakages. Any breakage of glass must be notified immediately in writing or a declaration made on the delivery note stating that an examination has been made and no breakages found. In addition, notification must be given to us immediately, at the latest within two weeks of notification by the customer, of any defects of which notification could not be made following the first inspection and which may only become apparent after notification by the (end) customer. Further duties under section 377 of the German Commercial Code (HGB) which exceed those stated above remain unaffected. If the goods are installed in full knowledge of the complaint, all warranty claims will lapse unless the customer has reserved the right to make such claims in advance, we fraudulently concealed the defect upon delivery or previously assumed a guarantee for the condition of the item.
- 6.2 Deviations in dimensions, contents, thickness, weight and colour shades which are due to the manufacturing process shall be permissible within the range of tolerances customary in the industry. Tolerances customary in the industry also apply to the cut and working. Production and material based phenomena, such as interferences, double pane effects, multiple reflections, reflection distortions and anisotropies are technically unavoidable. Published functional data comply with the valid standards and the measurement conditions contained within them. The customer recognises the latest version of the 'ISOLAR Manual Tolerances' as binding; This is available at [www.arnold-glas.de/en](http://www.arnold-glas.de/en). A digital copy can be sent to the customer or a copy sent by post upon request.

- 6.3 In warranty cases we are entitled to assign our warranty claims against suppliers to the customer and to thereby release ourselves from our warranty obligations; our warranty obligation will, however, revive if the claim against our suppliers cannot be enforced, whereby legal assistance is not required.
- 6.4 We meet warranty claims by means of subsequent performance (replacement delivery or rectification of defects) to the exclusion of all further claims. If the defect cannot be rectified within a reasonable period of time and if replacement delivery is also refused, the customer may demand a reduction in price or may withdraw from the contract. Section 3.7 applies to claims for damages.
- 6.5 Any glazing provided by the customer (e.g. artistic glazing, mirrors, etc.) may be worked if agreed with us in advance. We accept no warranty for any production or transport breakage. Such breakage will in all cases be the liability of the customer, except in the case of wilful intent or gross negligence by us.
- 6.6 Our customers' warranty claims against us become statute barred 12 months after the passage of risk in the case of business enterprises.

## §7 Removal and replacement costs

- 7.1 We do not generally accept/reimburse any removal and replacement costs arising due to failure to comply with inspection and notification duties. Removal and replacement costs arising in transactions between business enterprises shall not be accepted either. In all cases the customer must state the precise costs involved before beginning with removal and replacement. We are entitled to provide binding evidence to the customer demonstrating that the costs of removal and replacement are lower than the stated costs. In this case the costs for which we have provided binding evidence shall be deemed the upper limit if the measure is approved.
- 7.2 As a rule an upper limit of 120 % of the value of the goods applies to removal and replacement costs.

## §8 Rescission

- 8.1 We are entitled to withdraw from the contract for good cause. The following in particular shall constitute good cause:
  - a) absence or loss of creditworthiness or insolvency of the customer unless the customer provides concurrent performance within a reasonable period of grace or provides sufficient collateral;
  - b) operational disruptions due to force majeure or other obstacles for which we may not be held responsible, such as civil unrest, strikes or lockouts.

## §9 Retention of title

- 9.1 We retain title to the items supplied by us until such time as the customer meets all the claims arising from the business relationship, including but not limited to settlement of any current account balance.
- 9.2 The customer is entitled to combine or mix deliveries to which title is retained with goods to which we hold no title in the course of the customer's ordinary business activities. In this case we shall acquire co-ownership in proportion to the value of our goods to those with which they are combined or mixed. The customer is also entitled, in the course of its ordinary business activities, to work or process the goods to which we have retained title. Such working or processing will then be undertaken on our behalf and we will acquire co-ownership accordingly to the new items in proportion to the value of our goods to the total value. In all these cases the customer shall keep the property or jointly held property on our behalf.
- 9.3 The customer hereby assigns to us its claims for remuneration against its own customer arising from a resale of the goods of which we are owners or co-owners. We hereby accept such assignment.
- 9.4 The customer is entitled to demand the transfer of title or transfer back of its receivables in whole or part to the extent that the value of the goods to which we hold title and the receivables assigned to us exceed in total 100 % of our still outstanding receivables. We are entitled to select the items to be transferred and the receivables to be assigned.
- 9.5 Subject to revocation, the customer is entitled to collect the assigned receivables on our behalf at any time. We are entitled to disclose our retained title or other title to goods and the prior assignment of the

purchase price claims if we have a legitimate interest in doing so, including in particular if the customer fails to make payment as contractually agreed or if the customer disposes of the goods at unacceptably low prices.

- 9.6 To the extent that assigned debts are collected on the basis of the above provisions concerning reservation of title, the customer must provide information within the framework of performance of the contract under Article 6(1) b) EU General Data Protection Regulation about the debtor's address (full address details), the outstanding receivables and payments received on outstanding not yet fully paid receivables due from the customer's own customers within the framework and in compliance with data protection law.
- 9.7 The customer shall notify us immediately and shall provide attachment records or other documents if our property and receivables are seized or interfered with in any other way by third parties.

### **§10 Data protection**

- 10.1 Data from customers and buyers are processed in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (EU General Data Protection Regulation, EU GDPR) and the German Federal Data Protection Act. The customer realises that we store the data in compliance with current law for processing purposes and that we reserve the right to transfer the data to third parties (e.g. insurers and order processors) if required for the purpose of fulfilling the contract.

### **§11 Place of performance and legal venue**

- 11.1 The place of performance is the registered office of our supplying works or, if delivery is made ex works, our warehouse.
- 11.2 The legal venue for registered businesses is, at our own discretion, our registered office or the registered office of our branch. This also applies in all other cases if the customer moves its place of residence or usual place of abode out of the Federal Republic of Germany after the contract has been made or if its place of residence or usual place of abode is not known at the time the action is filed.