

General Terms and Conditions for Deliveries and Services of Hero-Glas Veredelungs GmbH, 26906 Dersum

Effective: June 2018

§ 1 General

1.1. Our general terms and conditions apply to this contract and to all future contracts, deliveries, and other services including consultation services performed in line with the business relationship, even if specific reference is not made in an individual case. The contracting partners' own general terms and conditions do not apply. These shall not be part of this contract on any account.

1.2. All agreements that have been concluded between us and the contracting partner with respect to the relevant contract and its execution must be put in writing in this contract. This also applies to additions, amendments, deletions, and any other agreements. Additional agreements and verbal commitments are not concluded. Statements made by individual employees shall only apply if confirmed by us in writing.

§ 2 Offers and Acceptance

2.1. Our offers are subject to change and are non-binding; in the legal sense, they only provide the invitation to submit an offer of contract. The contract is only valid if we accept the offer of the contracting partner (contract/order) in writing, or otherwise through the execution of the contract or the order.

2.2. The contracting party is obliged to immediately check our acceptance/order confirmation. Any deviations from the order must be reported immediately. If a claim is not made, then the contract is subject to the contents of the acceptance/order confirmation issued by us. If there is no formal declaration of acceptance/order confirmation, then the above shall apply in respect to the delivery notes/partial or final invoices.

2.3. Requests of the contracting party can only be considered if execution (manufacturing, cutting, or machining) has not yet begun. It is not possible to give consideration thereafter. If this cannot be avoided however, additional costs are to be expected.

§ 3 Delivery and Performance

3.1. Unless an explicit binding confirmation exists on our part, a delivery period only indicates an approximation. Any agreed delivery period starts on the date of clarification of all technical matters and other details contained in the order. It shall be extended by the period in which the contracting party is in default, within an ongoing business relationship and other contracts.

3.2. Our deliveries are made ex stock or ex works. For delivery with our own vehicles or vehicles of the supplier, the transfer of goods is considered complete, at the latest, when the goods have been provided to the recipient from the vehicle, on a surfaced roadway, at the point of delivery. Unloading is the sole responsibility of the contracting party. Required unloading facilities or manpower must be provided by the contracting party. Should the contracting party, through the contractual agreement, also request complete or partial unloading, transport, or installation of the product, and we agree to this request, then the services are provided at the risk and liability of the contracting party. Insofar as assistants are used, they shall be considered agents of the contractor. However, we are entitled to separately charge the expenses thereby incurred by us.

3.3. The risk is transferred to the contracting party upon handover of goods to the carrier, irrespective of whether they have been commissioned by the contractor, manufacturer, or by us. This also applies to partial deliveries and deliveries that are free of charge. The unopposed acceptance of the shipment by the carrier will serve as evidence for the proper condition of the packaging and proper loading, unless the contracting party provides proof that the packaging, in the delivery of the shipment to the carrier, has defects or that loading was not properly carried out.

3.4. If the shipment is delayed at the request or fault of the contracting party, the goods shall be stored at the expense and risk of the contracting party. In this case, the notification that the goods are ready is the same as the dispatch. With storage, the invoice for the goods is due immediately.

3.5. In case of a delivery or service delay, the period of grace set by us is four weeks.

3.6. Insofar as our supply factories apply standard industry tolerances with respect to the goods, in particular with respect to slight variations in colour and structure, these also apply to the present contract.

3.7. Claims for damages of any kind are limited to liability for intent and gross negligence. This limitation of liability does not apply if by exception it concerns the fulfilment of obligations which give the contract its character (so-called cardinal obligations). In this case, we shall also be liable for slight negligence.

§ 4 Shipping/Packaging

4.1. Decisions about the means of shipment and the route are made at our discretion. Packaging is performed exclusively under consideration of transportation, production, and environmental aspects. The greatest dimension of the unit always determines the package length.

4.2. Reusable packaging and glass transport racks remain our property. The contracting party is obliged to return them immediately. If the contracting party defaults on this obligation of return, this shall incur usage fees. This is especially true for returnable racks. In case of damage or loss of parts, the contractual partner is obliged to refund the cost of repairs or the replacement of the lost parts. The contracting party is permitted to demonstrate that the damage to the extent alleged has not occurred or only to a lesser extent.

§ 4a Special conditions for the delivery of goods with returnable racks

The merchandise is delivered with reusable packaging/glass transport racks. The glass transport racks are only provided to the buyer on loan. This is done in accordance with our specific conditions for deliveries with returnable racks that are part of every contract. The conditions can be found on the Internet at www.hero-glas.de/Service/AGB.

§ 5 Prices and Payment

5.1. Agreed prices are quoted ex works, excluding packaging, freight, and other shipping costs as well as insurance and VAT. If an insurance contract has been concluded at the request of the contracting party, then we only act as an agent for the contracting party.

5.2. If a certain compensation is agreed, we are entitled to a reasonable adjustment if the costs vary after conclusion, e.g., due to wages and material prices. If the price increase is more than 10%, then the customer has a right of withdrawal. This right of withdrawal must be exercised within two weeks of receiving the notification of increase in compensation.

5.3. Insofar as no contractual agreement has otherwise been made, invoices are due for payment immediately, without any deduction. Bills of exchange and cheques are only accepted on account. In addition, settlement by bills of exchange requires a separate prior agreement with us. Here, discount charges, exchange costs, and other costs are borne by the contracting party.

5.4. We are entitled to demand advance payments. It is also permitted for us to provide partial services, insofar as the acceptance thereof is reasonable for the contracting party. In this case, the contracting party is obliged to immediately pay the partial performance rendered.

5.5. Offsetting is permissible only with undisputed or legally established counterclaims. The same applies to exercising the right of retention.

5.6. Any agreed discounts are invalid if other overdue invoices are still open with us upon receipt of the discountable invoice amount. A discount cannot be claimed, in any case, with settlement by bills of exchange. Our employees are not permitted to receive payments without the written authorisation of the Executive Board.

5.7. Should the contracting party fail to make payments which are due (payments on account), after expiry of a period of grace set by us, which need not be longer than two weeks, then we are entitled to claim damages for non-performance and/or withdraw from the contract.

5.8.

We are entitled to charge interest of 8% per annum above the base rate; whereby the assertion of further damages or a higher interest on another legal basis is not excluded.

5.9. All our claims are due immediately upon bill protests made by the customer, on non-payment, and on submission of an application to open insolvency proceedings on the assets of the customer. In addition, if a significant deterioration of the contracting party's financial circumstances is known to us, we are entitled to refuse

performance until payment or collateral is provided by the customer.

§ 6 Warranty

6.1. The contracting party is required to immediately inspect all deliveries, even partial deliveries. All defects including shortages or incorrect deliveries must be notified in writing, at the latest within two weeks, and in every case before processing. Other obligations in accordance with § 377, 378 of the German Commercial Code (HGB) remain unaffected. Any warranty is void if installation occurs with knowledge of the complaint, unless the contracting party has previously expressly reserved such claims, or we have fraudulently concealed the defect on delivery, or previously assumed a guarantee for the quality of the item.

6.2. Deviations in dimensions, contents, thickness, weight, and colour tones, as well as in optical and physical radiation variations through manufacturing, are permissible within the standard industry tolerances. The same applies for industry tolerances regarding cutting and fabricating. Production and material-related phenomena such as interference formations, double glazing effects, multiple reflections, reflection distortions, and anisotropies are technically unavoidable. Public functional data comply with the current standards and the measurement conditions specified therein.

6.3. In warranty cases, we are entitled to assign our warranty claims against our supplier to the customer, and therefore free ourselves from an obligation of warranty. However, our obligation of warranty comes into effect again if the claims against our supplier cannot be enforced, whereby recourse to legal assistance is not required.

6.4. Warranty claims are fulfilled by us by supplementary performance (replacement or rework) under the exclusion of further claims. If the defect cannot be eliminated within a reasonable time and a replacement delivery is also denied, the contracting party may claim reduction of payment or withdraw from the contract. With claims for damages, § 3.7 is valid as far as applicable.

6.5. Glass made available by the contracting party can be processed by us upon prior agreement. We cannot undertake to give a guarantee for any breakage in manufacturing or transport. In every case, this is borne by the contractor, except for wilful misconduct or gross negligence.

§ 7 Withdrawal

We are entitled to rescind the contract in case of good cause. A good cause exists in the following circumstances:

- We intend to complete a trade credit insurance, on behalf of the contracting party, to the amount of the contract. If this is rejected on the part of the insurer, we are entitled to make deliveries or services subject to a corresponding security or advance payment. Any resulting delay in delivery or service does not give cause for a claim of damages. If the customer is in default with the fulfilment of the contract and does not make payment, after we have set a reasonable grace period, or the customer finally refuses fulfilment, we are entitled to rescind the contract.

- In case of malfunctions due to force majeure or other obstacles not caused by us such as strikes, riots, or lockouts.

§ 8 Retention of Title

8.1. We reserve title to the goods delivered by us until the contracting party has paid all accounts from the business relationship, including accounts arising in the future - also from simultaneous or subsequent contracts - or has paid a possible current account balance.

8.2. In the course of regular business operations, the contracting party may combine or mix the reserved goods with goods that do not belong to us. Once the reserved goods are mixed with other objects by the contracting party, the ownership of the object we are entitled to is in the proportion of the invoice value of the reserved goods to the invoice value of the other goods or objects or the processing value. If our ownership expires by combining, mixing, or processing, the contracting party transfers to us, already at the time of conclusion of the contract, the ownership of the new item they are entitled to, in proportion to the invoiced value of the reserved goods, and shall hold them free of charge. Thereafter, resulting property rights are considered reserved goods according to the above provisions.

8.4. The other claims to compensation which are due to our contracting party, in regard to their customer, which they have for the resale of goods that are still in our property or co-ownership, shall now be ceded to us by the contracting party. We accept this assignment.

8.5. The contracting party is entitled to precariously collect claims from the resale, unless we revoke the authorisation for collection. For our part, we are entitled to disclose our reserved property and other property, as well as the assignment of future claims, insofar as we have a legitimate interest therein, especially if the contracting party does not make payments according to the contract or squanders the goods.

8.6. The contracting party is entitled to demand the assignment of ownership or reassignment of their compensation claims in whole or in part, provided that the value of the goods in our ownership and the assigned claims exceed 110% of our outstanding claims. The selection of the objects and claims assigned to us is at our discretion.

8.7. The contracting party must notify us immediately of any possible access by third parties, e.g., seizures, by handing over the necessary documents.

§ 9 Miscellaneous

9.1. Should individual clauses of our terms and conditions become invalid, the validity of the remaining clauses is unaffected. The invalid clause shall be replaced by a valid provision that comes closest to the economic purpose of the invalid clause.

9.2. The contract shall be governed exclusively by the laws of the Federal Republic of Germany, as it applies to domestic transactions. Excluded, in particular, is the applicability of the uniform laws on the international sale of goods and on the conclusion of international purchase contracts for movables.

9.3. Our registered office in Dersum is the place of performance and exclusive jurisdiction for deliveries and services as well as all disputes resulting thereof - insofar as the contracting party is a registered trader or legal entity under public law or public special assets. We are, however, also entitled to sue the contracting party at their place of jurisdiction. This also applies in all other cases, unless the contracting party, after conclusion of the contract, relocates their domicile or habitual residence from the Federal Republic of Germany or if their domicile or habitual residence is not known at the time of action.

§ 10 Data Protection

Personal data required to initiate and execute the contract are collected and processed in accordance with Art. 6 and Art. 11 of the GDPR.

Technical Features: Laminated Glass and Laminated Safety Glass

We supply the glass with a film thickness of at least 0.38 mm. However, we reserve the right to use a thicker film for bonding the glass panes, if the use of the film in the desired thickness is not possible for production reasons. The contracting party hereby agrees, with the acceptance of the offer, that a thicker film can be used in this case.