General Terms and Conditions (GTC) of SILATEC Sicherheits- und Laminatglastechnik GmbH

Section 1 General information / Scope of application
(1) These General Terms and Conditions apply to all current and future business relationships.
(2) Deviating, conflicting or supplementary terms and conditions shall not become part of the contract, even if they are known, unless their validity is expressly agreed to in writing.
(3) Consumers are natural persons who cannot be attributed any commercial or independent professional activity in this business relationship.
(4) Entrepreneurs are natural or legal persons or partnerships with legal capacity who, when concluding the legal transaction, are acting in the exercise of their commercial or independent professional activity.
(5) Customers are both consumers and entrepreneurs.
(6) Merchants are all merchants under the German Commercial Code [HGB] with the exception of traders whose businesses do not require a commercially organised business operation due to their nature and scope.
(7) Mandatory consumer protection regulations remain unaffected; individual agreements take precedence over these General Terms and Conditions.

Section 2 Conclusion of contract
(1) Our offers are subject to change without notice; a contract shall only come into effect upon our express confirmation of the order.
(2) The contract is concluded subject to the complete and timely fulfilment of the covering transaction by our suppliers. However, this only applies if we are not responsible for the non-supply. The customer will be informed immediately of any unavailability. Any payments already made by the customer shall be refunded immediately.
(3) Cost estimates, offers, drawings and calculations remain our property and may not be used, reproduced or made available to third parties without our consent. They must be returned immediately in the event of non-placement, termination or cancellation of the order. In the event of non-compliance with the above agreement, we shall be entitled to charge a flat-rate planning fee. We reserve the right to make minor technical changes to our products and deviations in colour impression, visual appearance, weight and thickness within the scope of what is reasonable for the customer.
(4) Official and other approvals must be obtained by the customer.

Section 3 Place of performance, transfer of risk, delivery dates
(1) If delivery of the goods has been agreed, the place of performance shall be the place of loading of the goods. If the customer is an entrepreneur, they bear the loading, transport and unloading risk from the time of loading, regardless of whether they have assumed the transport costs. If the customer is a consumer, the risk is transferred to them upon transfer of the goods.
(2) Delivery dates are only binding if confirmed in writing, subject to correct and timely delivery to us by our suppliers.
(3) A bindingly agreed delivery/performance period shall be extended appropriately in the event of force majeure and all unforeseeable circumstances beyond our control that have a significant influence on the delivery of the performance. This shall also apply if these circumstances arise at one of our upstream suppliers. We will inform the customer of such delays immediately. If we fall behind with delivery or performance, a grace period of at least six weeks shall be set, after which the customer may withdraw from the contract. This grace period shall commence after the end of the unforeseeable circumstances.

Section 4 Payments, offsetting and right of retention
(1) Payments are due 14 days after receipt of invoice without deduction. The agreement of an early payment discount does not affect the due date.
(2) Invoices shall be deemed accepted by entrepreneurs if no written objection is raised within 14 days of receipt. This deadline is explicitly stated on the invoice.
(3) The customer shall only be entitled to offset claims if their counterclaims have been legally established or recognised by us. The customer may only exercise a right of retention if their counterclaim is based on the same contractual relationship. Consumers may also offset claims arising from the same contractual relationship; the same applies to consumers' rights of retention arising from the same contractual relationship.

Section 5 Glass properties / Contract content
(1) The content of the contract, the properties and the scope of performance are determined exclusively by the order confirmation and the following provisions.
(2) The visual impression when looking at and through our products/glass panes may differ from that of a glass pane without safety features due to the multiple layers of different materials. Optical impairments, such as distortions (especially when viewed at an angle) and inclusions, are due to the production process and therefore do not constitute a defect.
(3) For technical reasons, the products/glass panes are edge-bonded around their entire circumference. This is due to the production process and therefore does not constitute a defect.
(4) Our technical information and glazing guidelines are considered to be an agreement on properties and form an integral part of the contract. (www.silatec.de)

Section 6 Installation order / Partial acceptance
(1) Installation shall only be carried out on the basis of a separate order.
(2) Our products/glass panes are custom-made; each glass plane represents a complete performance in technical and practical terms. Therefore, the customer is obligated to accept partial delivery of each assembled glass pane upon request.
(3) If installation is delayed due to missed, delayed or inadequate completion of the necessary preparatory construction work, due to obstruction of the fitters by other construction workers or for any other reason for which we are not responsible, the resulting costs shall be reimbursed to us. If the customer is an entrepreneur and we store goods for the customer as a result of a delay and acceptance or non-acceptance, this shall be at the expense and risk of this customer.

Section 7 Warranty / Notification of defects
(1) If the customer is an entrepreneur, we shall initially have the right to subsequent performance (either repair or replacement, at our discretion) in the event of a warranty claim. If the subsequent performance fails, the entrepreneur may, at their discretion, demand a reduction in remuneration (abatement) or rescission of the contract (withdrawal). However, in the case of only minor defects, the entrepreneur shall not be entitled to withdraw from the contract.
(2) Claims asserted by an entrepreneur for obvious material defects in the delivered goods shall be excluded if the entrepreneur fails to report the defect within a period of two weeks after delivery of the goods. Section 377 of the German Commercial Code [HGB] remains unaffected.
(3) If the customer chooses to withdraw from the contract after subsequent performance has failed, they shall not be entitled to any additional claims for damages due to the defect.
(4) If the customer chooses compensation after failed subsequent performance, the goods shall remain with the customer if this is reasonable. Compensation shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if the breach of contract was caused maliciously.
(5) The customer's warranty rights in connection with the purchase of the contractual item shall become time-barred, in each case beginning with delivery:
for items that have been used for a building in accordance with their normal use after five years; for other items from a contract with a consumer after two years; and for other items from a contract with a business after one year.
This does not apply in cases of fraudulent intent.
(6) The customer's warranty rights in connection with the installation of the contractual item shall become time-barred, in each case, beginning with acceptance:
for a structure after five years; for work consisting of the manufacture, maintenance or alteration of an item after two years.
This does not apply in cases of fraudulent intent.

Section 8 Retention of title
(1) The transfer of ownership is subject to full payment.
(2) If reserved goods subject to retention of title are installed by the customer as an essential component in the property of a third party, the customer hereby assigns to us the claim for remuneration against the third party or the party concerned in the amount of the value of the reserved goods, including the right to grant a security mortgage; we accept the assignment.

Section 9 Disclaimer
We shall be liable without limitation in cases of intent and gross negligence, as well as in cases of injury to life, limb or health. In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for this type of contract and shall otherwise be excluded.

Section 10 Final provisions
(1) The law of the Federal Republic of Germany shall apply; the provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. If the customer is a merchant, a legal entity under public law or a special fund under public law, the court in the district of which our registered office is located shall have exclusive jurisdiction for all disputes. The same applies if the customer does not have a general place of jurisdiction in Germany at the time the action is brought.
(2) Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provisions shall be replaced by provisions which come as close as possible to the ineffective ones in terms of economic success. The same applies to contractual loopholes.

In case of doubt the German version should be prioritized.