

### **§ 1 General / scope of application**

- (1) These GTT apply to all business transactions at present and in the future.
- (2) Terms which deviate from, contradict or supplement these GTT do not become a component of contract, even if we are aware of such, unless we have specifically approved their validity in writing.
- (3) Consumers are natural persons, to whom a commercial or independent professional capacity cannot be assigned in this business relationship.
- (4) Enterprises are natural persons, legal entities or legally-capable associations of persons, who act in their commercial or independently professional capacities during the conclusion of the legal transaction.
- (5) Customers are both consumers and enterprises.
- (6) Merchants are all commercial agents under the German HGB, with the exception of trade operators, whose type and scope of undertaking does not require a commercially run business operation.

### **§ 2 Conclusion of contract**

- (1) Our offers are free of obligation. A contract first enters force upon our specific confirmation of order.
- (2) A contract is concluded under the reservation that we are supplied correctly and in good time by our sub-suppliers.
- (3) Estimates, offers, drawings and calculations remain our property and may not be used, reproduced or be made available to third parties without our permission. Technical changes to our products and deviations in colour, optical appearance, weight and thickness remain reserved within the scope of what is admissible for the customer.
- (4) Official permission and other permits must be obtained by the customer.

### **§ 3 Place of fulfilment, transfer of risk**

- (1) If delivery of the goods has been agreed, the place of fulfilment is the place at which the goods are loaded. If the customer is an enterprise, it bears the risk of loading, transport and unloading from the date of loading, regardless of which party bears the transport costs.
- (2) Delivery dates are binding only in case of written confirmation, under the reservation that we are supplied correctly and in good time by our sub-suppliers.
- (3) If a delivery date is overshoot, a subsequent deadline of at least six weeks must be set.

### **§ 4 Payments, offsetting and right of retention**

- (1) Payments are due 14 days after receipt of invoice without deductions. Any agreements on discounts have no effect upon maturity.
- (2) Invoices are regarded as recognised unless an objection is lodged in writing within 14 days of their receipt. Explicit reference is made to this deadline on invoices.
- (3) The customer only has the right of offsetting if its counter-claims have been established by law or are recognised by us. The customer may not exercise a right of retention unless its counter-claims refer to the same contractual relationship.

### **§ 5 Glass properties / contents of contract**

- (1) The contents of contract and the scope of services are derived solely from the written confirmation of order and the conditions below.
- (2) The optical impression when looking at and through our products/glass panes can vary from one glass pane to the next, without safety properties, as a result of the multiple layers of different materials. Optical impairments, such as distortions (in particular when looking at the glass from an oblique angle) and inclusions, are part of the production and are therefore not defects.
- (3) The products/glass panes are given edge markings for technical reasons, which are visible all around the circumference. This is a production routine and therefore does not represent a defect.
- (4) Our technical notices and glazing guidelines are regarded as quality agreements and are components of contract ([www.silatec.de](http://www.silatec.de)).

### **§ 6 Assembly order / partial acceptance**

- (1) Assembly is performed only on the basis of a separate order.
- (2) Our products/glass panes are individual manufactures and every glass pane represents a finished service from a technical and actual viewpoint. The customer is therefore obliged, upon request, to accept those glass panes already assembled.
- (3) If assembly is delayed as a result of neglect, late or defective execution of the upstream construction work, due to hindrance of our assembly staff by other construction workers or because of another reason for which SILATEC is not responsible, the resulting costs must be refunded.

### **§ 7 Warranty / notice of defects**

(1) If the customer is an enterprise, then in case of warranty, SILATEC initially has the right of subsequent fulfilment (rework or a replacement delivery at our discretion). If subsequent fulfilment fails, the enterprise can demand, in principle, a reduction of the remuneration (diminution) or recession of the contract (withdrawal) at its discretion. If the defects are only minor, however, the enterprise does not accrue a right of withdrawal.

(2) The enterprise's claims due to obvious material defects in the delivered goods are excluded, if it fails to announce the fault within two weeks from the delivery of the goods. § 377 HGB remains unaffected.

(3) If subsequent fulfilment fails and the customer chooses withdrawal from contract, it accrues no further damages due to the defect.

(4) If subsequent fulfilment fails and the customer chooses damages, the customer keeps the goods if it is reasonable to do so. Damages are limited to the difference between the purchase price and the value of the defective item. This does not apply if the contract was violated in a malicious manner.

(5) The customer's warranty rights associated with the purchase of the contractual object expire by limitation of time, beginning with the delivery:

In five years in case of an item which is deployed in line with its normal use for construction works; in two years in case of other items from a contract with a consumer; in one year in case of other items from a contract with an enterprise.

This does not apply in case of malice aforethought.

(6) The customer's warranty rights associated with the assembly of the object of contract expire by limitation of time, beginning with acceptance:

In five years in case of construction works; in two years in case of works whose success results from the erection, maintenance or change of an item.

This does not apply in case of malice aforethought.

### **§ 8 Reservation of title**

(1) The transfer of ownership stands under reservation of complete payment.

(2) If the customer installs reserved goods in a third-party property, the customer even now assigns to SILATEC the claims against the third party, or the party whom its concerns, to remuneration amounting to the value of the reserved goods, including the right to grant a security mortgage; SILATEC accepts the assignment.

### **§ 9 Exclusion of liability**

(1) In case of slightly negligent infringements of duty, our liability is limited to the direct, average damages typically foreseeable for the type of contract in accordance with the nature of the goods. The same applies to slightly negligent infringements of duty on the part of our legal representatives or vicarious agents. We are not liable to enterprises in case of slightly negligent infringements of minor contractual duties.

(2) The foregoing limitations of liability do not apply to the customer's claims arising from product liability. The limitations on liability furthermore do not apply to the customer's fatalities, physical injuries or harm to health which are attributable to us.

### **§ 10 Concluding provisions**

(1) German law shall prevail to the exclusion of the provisions of UN Commercial Law. If the customer is a merchant, a legal entity under public law or a public law special trust, the court responsible for the district in which our headquarters are located is solely responsible for all disputes. The same applies if the customer does not have a general place of jurisdiction in Germany at the date that the action is launched.

(2) If individual provisions in the contract with the customer, including these GTT, be or become unworkable in full or in part, this shall not affect the validity of the remaining provisions. Regulations unworkable in part or in full shall be replaced by regulations whose financial success comes as close as possible to the unworkable provisions. The same applies to loopholes.

In case of doubt the German version should be prioritized.