

General terms and conditions of the INTERPANE Gruppe
General terms and conditions (GTC) – can be retrieved free of charge here: www.interpane.com
General conditions of sale and delivery
(as at April 2018)

Section 1 - General information, validity

- (1) These general terms and conditions of business apply for all our offers and contracts for deliveries and performances as well as consultancy services with non-consumers as defined by Section 310 paragraph 1 of the German Civil Code (BGB). Terms and conditions of the ordering party shall only be binding, if they have been expressly confirmed in writing by us. Terms and conditions of purchase of the ordering party shall be rejected.
Our offers, price lists, brochures and other documents are subject to change in terms of the prices and delivery options.
- (2) Orders shall only be binding for us if they have been expressly confirmed in writing by us. The ordering party is obliged to immediately check our confirmation of order or it shall be deemed to have been acknowledged if it does not immediately object to it in writing.
- (3) Each conclusion of contract as well as the delivery itself shall be performed subject to the reservation of the correct and timely self-supply by our supplier, if we are not responsible for the failure to deliver. The ordering party shall be immediately informed of the non-availability of the performance. The consideration shall be reimbursed.
- (4) In addition to these General Terms and Conditions of Business, the Interpane Glazing Guidelines and Processing Guidelines, the Interpane Manual of Tolerances, the offers, the notes in the Interpane „Designing with Glass“ manual as well as other technical regulations in their valid version shall apply.
- (5) Claims arising from the contractual relationship cannot be transferred by the ordering party without our written consent.

Section 2 - Technical information concerning the condition of the goods

- (1) Information in catalogues, sales documents, sketches, drawings, price lists, the Internet, etc. are only approximate but determined to the best of our ability. Samples and specimens shall apply as the average quality, as do the dimensions and their calculation, weights, values in use, tolerances etc.
Interpane shall retain the title or the copyrights of all offers, cost estimates submitted and of the drawings, illustrations, calculations, brochures, catalogues, models etc. provided.
- (2) The ordering party is required to have a knowledge of the physical behaviour and the properties of glass or multi-pane insulating glass (this also applies below for partially tempered glass, toughened safety glass and laminated safety glass) as well as the application of these products in accordance with the recognised engineering rules.
- (3) When placing the order, the ordering party must take into account the technical data in accordance with the state of the art, the statutory and technical regulations and any individual agreements.
- (4) When assessing the visual quality of glass in the construction sector, the following guidelines apply:
 - Guideline for the assessment of the visual quality of glass for the construction industry:
 - Guideline for the assessment of the visual quality of enamelled and screen printed glazing
 - Interpane Tolerance Manual in the current edition
- (5) The ordering party is aware that the materials used in the manufacture of glass have their own raw material-related colours, which become more pronounced with increasing thickness. Coated glass has its own inherent colour which can be viewed differently when you look through it and at it. Colour fluctuations are therefore possible, e.g. due to the iron oxide content of the glass, the coating processes, the coating itself, by changing the glass and film thicknesses and the pane structure etc.
The glass pane thicknesses must be stipulated by the ordering party.
Glass pane thicknesses determined at Interpane are based on the valid guidelines and standards as well as the specifications of the ordering party. The glass thickness determined is a recommendation and must be inspected by the ordering party. This also applies to the selected loads such as wind, snow, etc., which form the basis of the calculation.

Section 3 - Standards, Technical Terms and Conditions of Sale

Our deliveries and services are performed in accordance with the respective EN / DIN standards to be used or other required and agreed standards or based on calculation and empirical values. Accordingly, the specified function values, e.g. sound insulation (R_w , C and C_{tr} value), thermal insulation (U_g value), sun protection (g -value), etc., which are determined by means of their measurement and / or calculation, on the boundary conditions and specifications of the respective standard used. In the case of deviating boundary conditions, such as, inter alia, the pane size, pane structure, temperatures, etc., deviations of the functional values determined according to the standard may result.
The Interpane Processing Guidelines for the corresponding product apply.

Section 4 - Notices for glazing customers

Where the glazing is concerned, the applicable Glazing Guidelines of Interpane, the „guideline for the glazing of ipasafe Alarm“, notes in the Interpane „Designing with Glass“ manual as well as the corresponding standards and directives, e.g. of ift Rosenheim, the glazier trade, Hadamar, must be observed. The design and the materials used may not impair the function of the glazing unit.

The materials used in the glazing, such as glazing sealants, glazing blocks, must be compatible with the materials of the glazing unit they come into contact with, such as insulating glass edge composite, interlayers of laminated glass, so as not to affect the service life, appearance of the glazing unit, etc.

Section 5 - Terms of payment

- (1) By placing the order, the ordering party confirms its solvency and creditworthiness.
- (2) If we become aware of facts following the conclusion of the contract which indicate that the claim for payment is in jeopardy due to the ordering party's inability to pay, we shall be entitled to demand advance payments or corresponding bank guarantees at its choice from the ordering party after setting a reasonable deadline. If the ordering party refuses to do so, we can withdraw from the contract, whereby the invoices shall be immediately due for payment for part deliveries already made and / or completed or not yet delivered. Part deliveries not yet delivered shall be delivered following payment.
The purchaser shall bear the costs of the goods already purchased and ordered as well as parts of goods already in the production process if this is not already covered to a sufficient extent by another provision on damages, etc.
- (3) Payments shall be due without deduction at the latest 30 days after the invoice date. Interpane shall be entitled to demand advance payments for part deliveries already performed or supplies / deliveries held in stock.
- (4) The regulation of invoices using cheques or bills of exchange will only be accepted on account of payment.
- (5) In the event of default on payment, default interest of 9 % above the respective base interest rate shall be charged. We reserve the right to prove higher damages due to the arrears and to enforce them.
- (6) The ordering party shall only be entitled to offset with claims that are not contested or that have been legally determined. A right of retention from earlier or other business transactions of the current business relationship cannot be enforced. In other respects, the payment may only be withheld due to defects or recognised rules of technology on the basis of a complaint in writing that we have received and to the extent agreed upon with us.
- (7) Any sureties agreed can be redeemed by us from the net amounts through bonds.

Section 6 - Delivery

- (1) Interpane is entitled to make part deliveries and provide part performance if the part delivery / partial performance is usable for the ordering party within the scope of the contractual purpose.
- (2) Specified delivery dates shall be adhered to as far as possible. The exceeding of the delivery date by a small amount of time is permissible. Following the expiry of the delivery deadline, the ordering party is entitled to set a reasonable grace period, whereby the interests of the ordering party and our interests are taken into account.
If Interpane is in default with a delivery or service, the liability by Interpane for damages shall be limited in accordance with Section 8 - General limitation of liability.
A delivery deadline shall be extended - even within a period of default - in those cases where following the conclusion of the contract, hindrances occur that we are not responsible for. These include, for example, breakdowns, strikes, lockouts, disruption of traffic routes, technical difficulties that are in the nature of the order and make its execution impossible or unreasonable for us or for the suppliers, fire damage, missing raw materials, electricity shortages. This also applies if the circumstances arise at the premises of our subcontractors.
We shall notify the ordering party of the beginning and end of such hindrances. The ordering party can demand from us that we declare whether we want to cancel the order or deliver within the appropriate deadline. If we do not issue an immediate declaration the ordering party can cancel the order. Claims for damages shall be excluded in these cases. Costs in connection with any subsequent performance, in particular installation and disassembly costs and other expenses shall not be assumed by Interpane.
- (3) Our deliveries shall be "ex works". The risk is transferred to the ordering party once the goods have been handed over to the freight haulier. This shall also apply to transportation with our vehicles.
The handover of the delivery item/service item marks the start of the loading process. If the shipment or the handover is delayed due to a circumstance caused by the ordering party the risk shall then be transferred to the ordering party from the day that Interpane is ready to ship the goods and has informed the ordering party to this effect.
Shipments shall only be insured by Interpane at the express wish of the ordering party and at the expense of the ordering party against theft, breakage, damage to goods in transit, damage caused by fire and water as well as other risks that can be insured.
- (4) As a rule, our products are delivered on our own transport racks (reusable and rented racks). The ordering party undertakes to document the whereabouts of the transport racks. Transport racks are made available to the ordering party on a loan basis. From the 21st day of delivery and non-return, we shall charge 10 EUR per rack and day, but no more than the replacement value of the rack. We shall charge corresponding costs in the event of loss or damage to the rack.

Section 7 - Notice of defects, statutory limitation for defects of quality

- (1) We shall have the right in the event of a defect of quality to remedy the defect or to deliver a defect-free product at our discretion.
The prerequisite for the existence of a material defect is that the technical guidelines, the recognised rules of technology and the Interpane processing guidelines were adhered to, and in the event of the installation of multi-pane insulating glass also followed the Interpane glazing guidelines.

- Insignificant defects in terms of deviations from the agreed condition or insignificant impairments of usability shall not entitle the ordering party to supplementary performance claims.
- (2) The Ordering party is obliged to immediately inspect the deliveries and services, Section 377 of the German Commercial Code (HGB). All obvious and / or recognised defects must be reported to Interpane in writing without delay, at any rate prior to processing or installation. This also applies to defects which become visible following the removal of the packaging at the building site. Production-related deviations in dimensions, contents, thicknesses, weights and colour shades are permitted within the scope of standard industry tolerances, insofar as no other quality guarantee as defined by Section 443 BGB exists.
 - (3) Cancellation of the contract is only possible following an unsuccessful expiry of a grace period of four weeks. The grace period must be stated in writing and defects must be qualified. This shall also apply to the enforcement of damage claims and the reimbursement of futile expenses. In other respects Section 8 of these General Terms and Conditions (general liability limitation) shall apply to compensation claims. More far-reaching claims or other claims of the ordering party than those regulated in this paragraph against Interpane and our vicarious agents due to material defects shall be excluded.
 - (4) Claims of the ordering party due to the expenditure necessary for the purpose of the subsequent performance, in particular transportation, road, labour and material costs shall be excluded if the expenditure increases because the goods were subsequently transported to a location other than the ordering party's place of business, unless the transportation corresponds to their use in accordance with the regulations.
 - (5) Claims resulting from material defects shall become statute-barred after a period of 12 months calculated from the handing of the delivery/service. This shall not apply if the law provides for longer deadlines.
 - (6) Contrary to statutory provisions, a period of limitation of two years shall apply insofar as the ordering party has used goods delivered by Interpane for the fulfilment of contracts in which the Contracting rules for the awarding of public works part B (VOB / B) has been included in its entirety. In this case, the statutory limitation shall not commence until two months after the point in time at which the ordering party has complied with the applications due to the defectiveness of the structure caused by an item delivered by Interpane, vis-à-vis its contractual partner unless the ordering party could have successfully invoked the objection on grounds of the statutes of limitation against its customer. The claims of the ordering party against Interpane shall at any rate become statute-barred due to faulty goods delivered by Interpane as soon as the claims of the customer of the ordering party against the ordering party for defects in the goods delivered by us to the ordering party are statute-barred.
 - (7) Recourse claims on the part of the ordering party against Interpane shall only apply for such time that the ordering party has not reached any agreements with its customer that extend beyond the statutory claims for defects. In terms of the scope of the recourse claim of the purchaser against Interpane, the above clause (4) of these conditions also applies accordingly.
 - (8) In case of defects of components of other manufacturers, which the seller cannot eliminate for licensing or factual reasons, the seller shall at its discretion assert its warranty claims against the manufacturers and suppliers for the account of the client or assign them to the client. Warranty claims against the seller only exist for such defects under the other conditions and in accordance with these general terms of delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or would, for instance, be futile due to insolvency. For the duration of the legal dispute, the statute of limitation of the respective warranty claims of the client against the seller shall be suspended.

Section 8 - General limitation of liability

- (1) The liability of the seller for damages, for whatever legal reason, in particular due to impossibility, default, defective or incorrect delivery, breach of contract, the violation of obligations in contract negotiations and tort shall, insofar as it is at fault in each case, be restricted in accordance with this Section 8. Please note that we are not obliged to compensate the costs of removal and reinstallation if a defect was known at the time of the installation respectively if the defect could be identified by an inspection of the incoming goods. **In each case, the liability shall be limited to EUR 50,000 per claim.**
- (2) The seller is not liable
 - a) in the event of simple negligence of its executive organs, statutory representatives, salaried employees and other vicarious agents;
 - b) in the event of gross negligence on the part of its non-executive employees or other vicarious agents;
 insofar as this does not constitute a violation of essential contractual obligations.
- (3) Insofar as the seller is fundamentally liable for damages in accordance with Section 8 paragraph 2, this liability shall be limited to damages foreseen by the seller upon conclusion of the contract as a possible consequence of a breach of contract or under consideration of the circumstances that were known or should have been known to it, should have been foreseen by it if it had exercised due diligence. Indirect damage and consequential damage, which are the result of defects in the delivery item, shall otherwise only be subject to compensation, insofar as such damage is typically to be expected from the intended use of the delivery item.
- (4) In the case of liability for simple negligence, the seller's obligation to pay compensation for damage to property and personal injury shall be limited to EUR 5 million per claim (in line with the current amount of cover of its product liability or liability insurance policy), even if it constitutes an infringement of essential contractual obligations.

Section 9 - Quality and durability warranty for Interpane insulating glass / safety glass

- (1) For our use of our insulating glass in buildings for a term of 5 years after delivery ex works, we accept the quality and durability warranty towards our immediate contract partner that, under normal conditions, the surfaces of the panes do not fog up in the space between the insulation glass units of the panes.

- (2) Insofar as the first purchaser or another purchaser exports insulating glass units, our warranty shall only apply if this has been previously confirmed by us in writing.
- (3) Our guarantee entitles us to rectify defects and, if necessary, obligates us to perform a replacement delivery.
- (4) Defects, which are recognisable within the warranty period, must be asserted in writing immediately following their recognition / becoming recognisable.

Section 10 - Retention of title

- (1) The retention of title agreed below shall serve to secure all current and future claims of the Seller against the Purchaser arising from the delivery relationship existing between the Contracting Parties, including balance claims arising from a current account relationship that is limited to this supply relationship.
- (2) The goods delivered by the seller to the purchaser shall remain the property of the seller until full payment of all secured claims is made. The goods as well as the goods, which take their place in accordance with this clause and which are subject to retention of title, are hereinafter referred to as the goods subject to retention of title .
- (3) The purchaser shall hold the goods subject to retention of title in safe custody for the seller free of charge.
- (4) The purchaser is entitled to process and sell the goods that are subject to a retention of title until such time as a claim against it (paragraph 9) has occurred in the ordinary course of business; Pledgings and use of the goods as a security is impermissible.
- (5) If the goods subject to a retention of title are processed by the Purchaser, it is agreed that the processing takes place in the name and for the account of the Seller as the manufacturer, and the seller directly acquires the title or - if the processing is performed from materials of several owners or the value of the processed item is higher as the value of the goods subject to a retention of title - acquires the co-ownership (fractional ownership) in the newly created item as a proportion of the value of the goods subject to a retention of title to the value of the newly created item. In the event that no such acquisition of title by the seller should occur, the purchaser already transfers its future ownership or – in the aforementioned ratio - co-ownership of the newly created item by way of a security to the seller. If the item subject to a retention of title is linked or inextricably mixed with other items to form a uniform item and if one of the other items may be viewed as being the main item, then the seller shall, insofar as the main item belongs to it, shall proportionally transfer co-ownership to the purchaser based on the ratio stated in sentence 1.
- (6) In the event of the resale of the goods subject to a retention of title, the purchaser hereby already assigns the resulting claim against the purchaser to the seller - in the event of the co-ownership of the seller of the goods subject to a retention of title on a pro rata basis in line with the co-ownership share. The same applies to other claims that take the place of the goods subject to a reservation or otherwise arise in respect of the goods subject to a retention of title, such as insurance claims or tort claims in the event of loss or destruction. The seller revocably authorises the purchaser to collect the claims assigned to the seller in its own name for the account of the seller. The seller may only revoke this authorisation to collect assigned claims in the event of enforcement of the retention of title.
- (7) If third parties gain access to the goods subject to a retention of title by attachments, the purchaser shall immediately inform them of the seller's title and inform the seller to enable it to assert its rights of ownership. If the third party is not able to reimburse the seller the court and out of court expenses of an action in this connection, the purchaser shall be liable to the seller for this.
- (8) The seller shall release the goods subject to a retention of title as well as the items or claims which replace them on request at its discretion, provided that their value exceeds the amount of the secured claims by more than 50 %.
- (9) If the seller withdraws from the contract in the event of conduct that is in breach of contract by the purchaser - in particular default of payment - (case of a claim being made), it is entitled to demand the surrender of the goods that are subject to a retention of title.

Section 11 - Place of performance, place of jurisdiction, applicable law

The place of performance and the exclusive place of jurisdiction for delivery and payment (including actions due to cheques and bills of exchange) and all the resulting disputes shall be the registered office of our company. However, we are entitled to bring an action against the ordering party at its place of jurisdiction. The contractual relations shall be solely regulated by the law of the Federal Republic of Germany at the exclusion of the UN sales of goods law.

Section 12 - Severability clause

If individual provisions of this contract with the ordering party should be or become entirely or partially ineffective including the general terms and conditions then this shall not affect the effectiveness of the remaining provisions. The provision that is either entirely or partially ineffective shall be replaced by a ruling which comes as close as possible to achieving the economic success of the ineffective provision.

Section 13 - Data protection

The client acknowledges that the seller stores data from the contractual relationship according to Section 28 of the Federal Data Protection Act and the article 6 of the EU Data Protection Basic Regulation for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies), if necessary to ensure the fulfilment of the contract.