

General Terms and Conditions

§ 1 Scope

1. These General Terms and Conditions for the sale and/or delivery of our goods ("GTC") are applicable to all relationships between the purchaser ("Customer(s)") and us. The GTC are applicable to any Customer within the meaning and pursuant to § 14 of the German Civil Code (Bürgerliches Gesetzbuch) (§ 14 BGB") including but not limited to a corporation, a limited liability company, a sophisticated businessperson, governmental or governmental body or fund.
2. The GTC's are specifically applicable to any agreement about the sale and/or delivery of our goods regardless if we produce the goods or buy the goods from one of our supplier's (§§ 433, 651 BGB). Unless agreed to otherwise, our written GTC's, which are in effect when the goods are purchased the first time, are applicable to all subsequent purchases as a framework agreement without requiring a reintroduction for each individual transaction.
3. Our deliveries and services are performed exclusively on the basis of our GTC's. Any of Customer's standard terms and conditions that deviate, collide, or amend our GTC's are hereby rebutted unless we have given our express written consent to incorporate Customer's standard terms and conditions. Our expressed written consent requirement is always necessary including but not limited to any transaction where we sell and/or deliver the Products to the Customer without reservation although we are aware that Customer has its own terms and conditions.
4. Any individual negotiated clause or agreement made with the Customer on a case by case basis (including collateral or side agreements, additions, modifications and amendments) shall take precedent over these GTC's provided that such individual negotiated clause or agreement has been made in writing and/or confirmed by us in writing.
5. Any legally relevant declaration and notice made by the Customer to us after conclusion of the contract (e.g. setting of deadlines, notification of defects, cancellation of contract or reduction of contract price) shall be in writing (for example, letter, e-mail, fax). Any additional legal form requirement by operation of law remains in effect and applicable. Any reference to the applicability of the statutory law contained in the GTC's are declaratory in nature; the statutory law is still fully applicable and remains in full force and effect unless the GTC's directly and explicitly amend, modify or exclude any provision of the statutory law.
6. For construction-related work, the German Construction Contract Procedures (VOB/B), the DIN 1961 shall take precedent; otherwise these GTC's shall apply.

§ 2 Conclusion of contract

1. Our offers are always non-binding and subject to change in respect of payment and delivery terms (including price and relevant Incoterm 2010). An order placed by the Customer constitutes a binding offer to conclude a contract. Unless indicated otherwise in Customer's order, we reserve the right to accept this offer to enter into a contract within ten (10) days after the order is received by us. Orders placed with us are only binding for us after we have made a written confirmation. The content of our written confirmation determines the execution of the transaction. In the event that our confirmation deviates from Customer's order, such deviation is deemed to be a new implied offer from us to Customer that Customer accepts by actual conduct in the event Customer (i) accepts the Products without any reservation of rights, or (ii) pays the Products in full.
2. We reserve title and copyright in respect of illustrations, drawings, calculations and other materials. This applies also for all printed materials marked as confidential. Transmission of such materials to third parties by the Customer requires our explicit, prior, and written consent.

§ 3 Prices, Conditions of payment

1. Unless agreed to otherwise, our current prices shall apply when the contract is concluded under consideration of Incoterm 2010 EX Works at our warehouse plus any applicable value added tax. For clarification purposes, our prices do not include packing, insurance and other shipping costs. Value-added tax is not included in our prices; it will be shown separately on the invoice at the official rate applicable on the day of issue.
2. In calculating the price, we assume that the items contained in the offer submitted shall remain unchanged, that all necessary preliminary work on the part of the Customer has been completed, and that our services can be performed without

interruption or hindrance. Our offers are based on the Customer's specifications, with no prior knowledge of local conditions. Our offers are based on the customer's specifications, with no prior knowledge of local conditions.

3. Customs duties, fees, taxes and other public charges shall be borne by the Customer. In accordance with the applicable German packaging regulations, we will not take back any packaging for transport or any other packaging including Customer ordered disposable packaging (for example: crates); aforementioned packaging becomes the property of the Customer; our re-usable transport frames are an exception to this clause.
4. Invoices are due and payable within fourteen (14) days of invoicing and delivery respectively acceptance of the Products, or acceptance of the construction services. During the transaction and at any time, we reserve the right to ask for a prepayment of the price in full or in part prior to the commencement of our services and delivery. We will make such prepayment request no later than when we confirm Customer's order unless agreed to otherwise.
5. The contractor reserves the right to invoice the agreed services by post, fax or electronically by e-mail. The companies of the Thiele Glas group of companies will send the invoices in pdf-format per e-mail by default, until revocation of the invoices, in accordance with the Value Added Tax Act (UStG) § 14 part. 3. Even with the electronic invoice the retention obligations in the original state is valid according to the requirements of the German fiscal code.
6. A bill of exchange or check will be accepted for collection only and shall require a specific, prior agreement. Expenses and charges in relation to discounting or bills of exchange shall be borne by the Customer.
7. If delivery or performance takes place four months or more after the Contract is signed and material and/or labor costs increase, we reserve the right to invoice a surcharge commensurate with the price increases.
8. In the case of a substantial deterioration of the financial circumstances of the Customer, we are entitled to deny our services until payment or security has been provided. If our services have already been rendered, all of our payment claims - even in the case of deferment - are due and payable immediately. This applies, in particular, in respect of late payment, returned checks, bill protest and filing for composition or bankruptcy proceedings. In the case of contracts for the manufacture of non-fungible goods (custom-made items), we are entitled to withdraw immediately from the contract; statutory regulations in respect of the dispensability of setting a deadline remain unaffected.
9. If the Customer is in default of payment, we are entitled to charge interest on the outstanding balance at the rate paid by us for credit or at the standard current-account interest rate on the capital market but in any case, not less than the legally applicable rate. We reserve the right to claim further damages.
10. The Customer shall only be entitled to offset or withhold payments against counterclaims if said claims are uncontested or legally binding pursuant to a non-contestable legal award. In the event the delivery is defective, any rights Customer may have, including rights pursuant § 7 para. 10 sentence 2 of these GTC's, remain in full force and effect.
11. Any sureties agreed upon may be redeemed by us from the net amount by means of guaranties.
12. The minimum price per order is EUR 45, excluding value-added tax at the statutory rate.

§ 4 Performance, Delivery

1. Binding delivery dates require an explicit agreement. If such is not achieved, the delivery dates nominated by us are not binding, which is to say, a delay does not automatically result in a state of default. A non-binding delivery date nevertheless entitles us to performance in advance of schedule unless legitimate interests of the Customer dictate otherwise.
2. The period for performance and/or delivery begins after receipt of all required documentation as well as any agreed advance payment. Agreed delivery dates are binding under the reservation that delivery of supplies to us by our suppliers occurs in a complete and timely manner.
3. Our deliveries are made Incoterms 2010 Ex Works of our warehouse or our principal place of business; the latter is also the place of performance. On request of

the Customer and at Customer's expense, the goods will be sent to another destination (Contract of sale involving carriage of goods). Unless otherwise agreed, we are entitled to select the form of transport (in particular, carrier, shipping method, packaging) ourselves. Regardless of delivery term chosen, the risk of loss passes to the Customer upon transfer of the goods to the driver, haulage company or other agent or entity charged with the transport – regardless of whether the latter was commissioned by the Customer, the manufacturer or by us. This applies also to the transport of partial as well as prepaid deliveries using our vehicles.

4. If transport is carried out using a vehicle of the manufacturer, the transfer of goods shall be considered effected as soon as the goods on the transport vehicle are available to the recipient at the place of delivery - a paved roadway is a prerequisite. Unloading is solely the responsibility of the Customer who also shall provide appropriate unloading equipment and workforce. Waiting periods shall be invoiced according to our applicable hourly rates.
5. Should, however, the Customer request support in unloading (including unloading equipment), further transport or installation, an additional charge will be made for the work involved. Assistance in performing these tasks does not, however, affect the assumption of risk as per § 3 (2).
6. Packaging is not performed item-by-item but rather solely on the basis of transport and production-related considerations. The largest dimension of the unit always determines the length of the package.
7. If the Customer is in default of acceptance, fails to provide agreed support or otherwise delays our delivery for other reasons for which he is responsible, we are entitled to claim damages for the resulting losses including extra costs (e.g. storage costs). For storage of the goods, we invoice a flat-rate charge in the amount of ten (10) EUR per week for each transport cradle, starting on the delivery date or, in the absence of same, on the date the availability of the goods was notified.
8. Our rights to provide proof of greater losses as well as our statutory rights (in particular in respect of claims for compensation of additional costs and reasonable damages as well as termination of contract) shall be unaffected; the flat-rate charges shall, however, be offset against other claims. The Customer is entitled to provide proof that absolutely no losses were incurred or that the losses were significantly smaller than the above mentioned flat rate charges.
9. At the same time the invoice for the goods becomes due and payable and risk passes to the Customer.
10. Unless otherwise agreed, we are entitled to render services and deliveries in instalments. Progress payments may be invoiced to a reasonable extent.

§ 5 Delayed delivery

Default of delivery on our part is defined by statutory regulations. In every case a reminder issued by the Customer is necessary. If we are in default of delivery, the Customer is entitled to claim flat-rate compensation for losses incurred by him due to the delay. The flat-rate shall be 0.5% of the net value (delivery value) per week of delay up to a maximum of 5% of the delivery value of goods delivered late. We reserve the right to provide proof that absolutely no losses were incurred or that the losses were significantly smaller than the above mentioned flat-rate charges. Customer's rights pursuant to § 6 of these GTC's and our rights by operation of statutory law including, but limited to, the obligation to perform (for example: due to impossibility (Unmöglichkeit), unreasonable obligation (Unzumutbarkeit der Leistung) and/or new delivery (Nacherfüllung)), remain in full force and effect.

§ 6 Retention of Title

1. The goods delivered or produced shall remain our property until all accounts resulting from our business relationship with the Customer, including future accounts from contracts concluded simultaneously or at a later time, have been settled. This applies also when some or all claims have been included in a current account and the balance has been drawn and accepted. Only receipt of the equivalent value shall be considered by us as payment.
2. If the Customer is in breach of contract, in particular, in default of payment, we are entitled to withdraw from the contract as prescribed by law and on the basis of our retention of title together with the withdrawal, to demand return of the goods. If the Customer does not pay the due amount, we are only entitled to take these measures when no remedy is forthcoming after the Customer has been granted an appropriate period of grace for payment or when the granting of such period of

grace is legally unnecessary. The Customer shall allow us to enter his premises, property and construction sites for this purpose, as well as to take any measures necessary for removal of the goods.

3. The Customer is entitled in the ordinary course of business to resell or process the goods subject to title retention. Other acts of disposal on his part, especially pledging or assignment as security, are not permitted. In the case of garnishment or other interventions by a third party, the Customer shall notify us immediately and provide us with the documents required for intervention. Entitlement to resell expires if the Customer suspends payment.
4. The Customer assigns to us with immediate effect all claims and collateral security rights against the purchaser or third parties arising from the resale, and this regardless of whether the goods subject to title retention are resold with or without additional processing. This applies also in respect of the right to grant a cautionary mortgage in accordance with § 648 of the German Civil Code (BGB). We accept the assignment. If the goods subject to title retention are sold together with other goods not belonging to us, the assignment in advance shall only apply up to the value of our goods.
5. The Customer remains authorized to collect receivables assigned to us even after their assignment. This does not affect our authorization to collect them ourselves. However, we agree not to collect assigned receivables as long as the Customer duly fulfils his payment obligations and is not in default of payment, as well as, in particular, that no application for initiation of bankruptcy proceedings has been lodged and no other deficiency in respect of solvency exists. If, however, this becomes the case, we are entitled to demand that the Customer disclose to us the claims assigned and their debtors, provide all information required for collection by us, hand over the associated documents, and inform the debtors of the assignment.
6. The processing or conversion by the Customer of goods subject to title retention is always undertaken on our behalf without, however, creating any obligation on our part. If the goods are processed or inseparably mixed with other goods not belonging to us, we thereby acquire joint ownership of the new goods in proportion to the value of our goods (End total of the invoice including value-added tax) relative to the others. If our goods are combined or inseparably mixed with other movable objects to form a uniform object, and if the other object is considered the principal object, it is agreed that the Customer transfers proportional joint ownership to us insofar as the principal object belongs to him. He shall maintain the sole or joint ownership on our behalf. The conditions applicable in respect of the goods subject to title retention shall apply also to the object arising from processing or combining and mixing.
7. In the event that the value of the goods subject to title retention is of relevance, this value shall be the amount of our invoice. We agree to release the securities to which we are entitled insofar as their value exceeds 10% of the claim to be secured; the choice of the securities to be released is at our sole discretion. The retention of ownership and the security interests to which we are entitled shall remain in effect until our complete release from derived liabilities, including those we have undertaken in the interest of the Customer, namely, by means of a guarantee or bill of exchange (e.g. payment by check by the Customer on the basis of our assumption of liability for the bill as endorser).
8. The Customer is prohibited from reaching agreements with his Customer or a third party which exclude or impinge on our rights in any manner. This applies, in particular, to agreements which nullify or impair the assignment in advance.

§ 7 Guarantee, Agreement concerning characteristics, Examination and Notice of Non-Conformity, Liability

1. The basis for our liability for defects is first and foremost the agreement reached concerning the characteristics of the goods. Sheets designated as such and made available to the Customer prior to placing an order or appended to the contract in the same way as these terms and conditions shall constitute an agreement in respect of the characteristics of the goods.
2. In particular, the items contained in the following paragraphs 3-7 shall constitute an agreement in respect of the characteristics of our goods.
3. Deviations in size, content, thickness, weight and color tone deriving from the production process are permissible within the scope of tolerances pursuant to our Handbook; otherwise permitted deviations are any deviation that is customary in the industry.
4. Insulating glass sometimes exhibits so-called interference patterns, i.e. the mani-

festation of spectral colors. These are caused by extremely planar glass surfaces and do not constitute a defect. Warranty is therefore excluded with respect to such interference patterns.

5. During manufacture of insulating glass, equilibrium exists between the pressure in the glazing unit and the external barometric pressure. This equilibrium can be disturbed by changes in temperature or external barometric pressure. This may result in the concave or convex curvature of individual glass panels, causing reflections to be distorted when viewing the glass from outside. This phenomenon has its origins in the physics of the process and as a specific characteristic of hermetically sealed glazing units, is not related to the quality of the glass. It is therefore excluded as grounds for complaint.
6. The manufacture of tempered safety glass involves a pre-stressing process. The stressed areas become visible in polarized light. Since natural light is polarized to a greater or lesser extent, depending on the weather and the time of day, anisotropies may be visible; these do not constitute grounds for complaint.
7. As regards to Nickel sulphide glass, a broken glass is not a defect covered by our warranty pursuant to § 12 para 6. VOB Teil B because of the characteristics of Nickel sulphide glass. The risk of broken glass shall be with Customer if the glass has been in Customer's sphere of influence. Nickel-sulphide inclusions in ESG panes can result in a tendency to spontaneous disintegration and cannot be prevented during manufacture. In order to eliminate panes having such defects and on specific request from the Customer and at his cost, panes can be subjected to a so-called heat soaking test, whereby the glass is heated to a high temperature and maintained there for several hours; glass with nickel-sulphide inclusions breaks under these conditions. Nevertheless, this test does not necessarily eliminate all panes at risk of rupture due to nickel-sulphide inclusions.
8. Due to the special characteristics of our products, especially glass, and the risk of damage, the Customer shall inspect the goods immediately. If a defect is detected during the inspection or later, it shall be reported to us without delay. Apart from that, in the case of a commercial transaction for both parties, the regulations of Paragraph 377 of the German Commercial Code (HGB) shall apply. If the Customer fails to make the notification of defect specified above, liability on our part for the unreported defect is excluded.
9. In the case of material defects and defects of title (including wrong or incomplete delivery as well as inappropriate installation or deficient installation instructions), the provisions of the statutory regulations apply in respect of the rights of the Customer insofar as nothing to the contrary is defined in the following. If the goods delivered are defective, the Customer may at his discretion demand remedy in the form of elimination of the defect (repair) or through delivery of non-defective goods (replacement). If the Customer does not declare his choice among the alternatives, we are entitled to set an appropriate deadline for his declaration. If such is not made prior to expiry of the deadline, the choice of remedy reverts to us.
10. We are entitled to make the performance of remedy conditional upon payment of the invoiced amount. The Customer, in turn, is entitled to retain a part of the amount appropriate to the severity of the defect. The Customer shall grant us the time and opportunity necessary for performance of remedy, in particular to make the rejected goods available to us for purposes of inspection
11. The Customer has to coordinate with us any further action and the expected expenses of such action. We reserve the right to replace the defective goods or to authorize a third party to effect such replacement. Expenses in connection with the remedy, in particular, transport, travel, costs for installation and removal, labor and material costs shall be borne by us provided that the goods are defective. In the event the goods are not defective, Customer has to bear the expenses for its unjustified request to replace the goods, including but not limited to expenses caused by the evaluation and transport of the good. If remedy is not achieved successfully, the Customer may at his discretion withdraw from the contract or demand a reduction in contract price. Claims by the Customer for damages and futile expenses shall only be possible in accordance with § 8 and shall otherwise be excluded. In the event manufacturer's warranty exceeds the scope our warranty, we hereby voluntarily pass on to the Customer the wider manufacturer's warranty, without having such an obligation in the first place.

§ 8 Other Liability

1. Unless otherwise specified in these Terms and Conditions including the clauses which follow, we are liable for damages in the case of breach of contractual or

extra-contractual obligations prescribed by the applicable statutory regulations.

2. We are liable for damages – irrespective of the legal basis for the claim – in the case of willful intent or gross negligence. In the case of negligence, we are liable only for damages resulting from:
 - a) loss of life, injury or impairment of health,
 - b) breach of material contractual obligations (“material” shall mean any obligation that (i) is necessary in the first place in order to achieve full performance under the contract, and (ii) the non-breaching party could rely upon the non-occurrence of a breach). In the event we are liable such liability is limited to foreseeable and characteristic damages.
3. The limitation of liability deriving from Clause 2 does not apply, if we have willfully concealed a defect with intent to defraud or have assumed liability for the characteristics of the goods. The same shall apply to the rights of the Customer under the German Product Liability Act.
4. On account of a breach of obligation not founded in a defect the Customer shall be entitled to withdraw from or cancel the contract, only if we are responsible for the breach of obligation. Unrestricted right of termination on the part of the Customer (in particular, in accordance with §§ 651, 649 German Civil Code) shall be excluded. In addition, the statutory prerequisites and consequences shall apply.

§ 9 Period of Limitation

1. The claims of the contractual partners against each other shall expire as defined in the statutory regulations unless otherwise determined in the following:
2. In derogation of § 438 Para. 1 No. 3 of the German Civil Code, the general period of limitation for claims for material or legal defects shall be one (1) year after delivery.
3. In the event that we are liable for compensation to the Customer in accordance with § 8 on account of or deriving from a defect, the statutory limitation periods in commercial law (§ 438 German Civil Code) shall apply also in respect of competing, extra-contractual claims for damages, provided the application of the regular statutory limitation period (§§ 195, 199 German Civil Code) in a particular case does not result in a lesser limitation period. In all cases the periods of limitation according to the German Product Liability Act remain unaffected.

§ 10 Other Provisions

1. All technical data, especially in respect of insulating glass (noise and thermal insulation coefficients, etc.), are based on information supplied by the corresponding manufacturer. We offer no warranty on these data.
2. Customer requests for retroactive changes or cancellation of the order will only be considered in individual cases and only if production, cutting or processing has not yet commenced.
3. The charges for packaging are based on the price lists or individual agreements. Any non-returnable packaging respectively any reusable packaging may be returned to us during our normal business hours provided that the Customer bears the costs of return transport. Packaging must be returned in a clean state, free of contaminants and sorted by type.
4. The Customer's personal data shall be stored and processed in accordance with the German Data Protection Act.
5. Additional requirements, including those of a technical nature, are specified in the price lists, particularly with respect to dimensions and their calculation, glass thickness, pricing, crate or packaging contents, packaging, freight costs, deposits, etc. These shall become part of the Contract. Insofar as these contain nothing to the contrary and no special agreements have otherwise been made, the conventions of normal mercantile practice shall apply.
6. Should a provision of this Contract become invalid, the other parts of the Contract shall remain unaffected. In this case, the parties agree to cooperate in establishing a provision which achieves the intended purpose in a permissible manner.
7. The place of performance for all deliveries and services is our principal place of business as registered with the Commercial Registry. If the Customer is a sophisticated business person pursuant to §§ 1 ff. of the German Civil Code (BGB), the exclusive place of jurisdiction, including the international jurisdiction, for any and all claims stemming directly or indirectly from these GTC's, shall be our principal place of business or the location of our branch. The same shall be applicable to cases involving bills of exchange or checks. These GTC's shall be exclusively governed and be construed by the substantive laws of the Federal Republic of

Germany without the application of (i) international private law (EGBGB, and European regulations including Rome-I-VO and Rome II-VO), and (ii) the UN Convention on Contracts for the International Sale of Goods (UN CISG*) of April 11, 1980.

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