



# General Terms of Delivery

Date: 12<sup>th</sup> July 2011

## Article 1 Applicability

(1) Our deliveries, services, and quotes shall be carried out solely based on these terms of delivery. They are an integral part of all agreements executed by us, including for future deliveries, services, and quotes.

(2) Terms and conditions of the Customer or of third parties shall not apply, even if we do not expressly object to the applicability of these terms and conditions in individual cases.

## Article 2 Quote and Execution of the Agreement

(1) Our quotes are subject to change without notice and are not binding unless they have been expressly designated as binding or if they contain a certain acceptance period.

(2) The agreement executed with the Ordering Party, including these terms of delivery contains all agreements formed between the Contracting Parties; possible representations or assurances are legally non-binding; oral agreements are replaced by agreements in written form. Deviations from the quantity ordered of up to +/- 10% are permitted; in the case of special orders made to specifications up to +/- 20%.

(3) Amendments and additions to the agreement formed must be made in written form in order to be legally effective. Transmission by fax and/or by e-mail is sufficient to satisfy the written form requirement.

(4) We retain ownership of and copyright to all quotes and estimates provided by us, including any provided drawings, illustrations, calculations, brochures, catalogues, models, tools, and other documentation and associated resources. The Ordering Party may not provide access to these items to third parties and may not use or duplicate them.

## Article 3 Prices and payments

(1) In the absence of any agreement to the contrary, the prices are understood in GBP Great British Pounds or euros, plus other packaging, statutory VAT, customs duty, as well as fees and other public dues.

(2) In the absence of any agreement to the contrary, invoice amounts shall be paid within 10 days of the date of the invoice with a discount of 2% or within 30 days without any deductions. Date of receipt of payment at our offices and/or in our account is material to the timeliness of the payment.

(3) Set-off with counterclaims or withholding payments due to such claims is permitted only if the counterclaims are undisputed or have been legally established.

## Article 4 Delivery and term of delivery

(1) In the absence of any agreement to the contrary, deliveries shall be carried out ex works unless otherwise agreed between the contractual partners.

(2) Any dates and deadlines for deliveries and services indicated by us are always only approximate, unless a fixed date and/or a fixed deadline have been promised or agreed. Terms of delivery and delivery dates refer to the point in time when the delivery item is transferred to the shipping company, carrier, or any other third party that has been engaged to carry out transport.

(3) We are not liable if delivery is or becomes impossible or for delivery delays to the extent that this is the result of force majeure or other events that were unforeseeable at the time the agreement was executed (e.g., work stoppage of any kind, difficulties in procurement of materials or energy, transport delays, strikes, legal lockouts) and for which we are not responsible. To the extent that these events make deliveries or performance of services impossible or significantly impede them, we are entitled to withdraw from the agreement. In the event of impediments of a temporary nature, delivery and service performance deadlines shall be postponed by the duration of the impediment plus a reasonable start-up period. If this is unreasonable for the Ordering Party, the party can withdraw from the agreement by way of a prompt statement to this regard.

## Article 5 Place of performance, shipment, storage, transfer of risks, inspection/acceptance

(1) In the absence of any agreement to the contrary, place of performance for all obligations under the agreement is Lohfelden.

(2) We shall select the shipping method and packaging according to our best judgment.

(3) Transfer of risks to the Ordering Party shall occur no later than when the delivery item is transferred to the shipping company, carrier, or a third party selected to carry out the shipping.

(4) Any storage costs after transfer of risks has occurred shall be borne by the Ordering Party. They amount to 0.25% of the invoice amount of the delivery items to be stored per full week. We reserve the right to assert and prove additional lesser storage costs.

(5) We shall insure the shipment only upon express request by the Ordering Party.

## Article 6 Warranty, defects in quality

(1) Warranty is one year after the date of delivery.

(2) The delivered items must be stored in a dry location and may not come into contact with any moisture. We also refer to our processing guidelines that can be found on our website at [www.glassinsulation.de](http://www.glassinsulation.de). The delivered items must be carefully examined promptly after delivery. They shall be deemed approved if we have not received a written notice of defect regarding obvious defects or other apparent defects within seven business days after delivery. Upon request, the rejected delivery item shall be returned to us free of freight charges. If the notice of defect is warranted, we shall reimburse the costs of the least expensive shipping method.

(3) As a first step, we shall remedy said defect or make a replacement delivery. If this is not successful, the Ordering Party can withdraw from the agreement or reasonably reduce the price or, in the event that we are at fault, demand compensation for damages in accordance with the stipulations made in Article 8.

(4) We are not liable if the Ordering Party modifies the delivery item or has it modified and as a result makes the remedy of the defect impossible or unreasonably complicates it.

## Article 7 Proprietary rights

(1) We vouch for the fact that the delivery item is free of any proprietary rights or copyrights held by third parties. Should this not be the case, we shall modify or replace the delivery item at our expense so that no third-party rights are being violated or we shall procure the usage right by executing a license agreement. If this is not successful, the Ordering Party has the right to withdraw from the agreement or to reasonably reduce the purchase price.

(2) If the delivery is carried out in accordance with documentation (e.g., drawing, sample) provided by the Ordering Party, the Ordering Party guarantees that proprietary rights held by third parties are not violated thereby. In the event of such a violation, we are entitled to discontinue the manufacturing process and delivery and to require reimbursement of any costs hitherto incurred by us without being obligated to verify the legal situation.

## Article 8 Liability for damages through negligence

(1) To the extent that our liability for damages, regardless of the legal basis thereof, is based on negligence, it is limited as follows:

(2) We are not liable in the event of simple negligence by our company officers, legal representatives, employees or other vicarious agents provided that no breach of material obligations under the Agreement is involved.

(3) Our liability is limited to damages that we foresaw as a possible result of a breach of the agreement or should have foreseen at the time the agreement was executed. Indirect damages and consequential damages, the result of defects of the delivery item, can be considered as eligible for compensation only to the extent that damages of this kind can be reasonably expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, our liability to pay compensation for property damages and resulting additional pecuniary damages is limited to the amount covered by our business liability insurance of EUR 10,000,000 all-inclusive cover for personal and property damages and EUR 500,000 for solely pecuniary damages, even if a breach of material obligations under the agreement is involved.

(5) The aforementioned liability exclusions and limitations also apply to our company officers, legal representatives' employees, and any other vicarious agents. To the extent that we provide technical information or consulting services and this information or advice is not part of the contractually agreed scope of performance owed by us, this shall be carried out free of charge and under exclusion of any liability.

(6) The aforementioned limitations do not apply to our liability for intentional acts, to guaranteed characteristics and/or properties, or to injury to life, limb, or health in accordance with the Product Liability Act.

## Article 9 Reservation of title

(1) The following reservation of title serves to safeguard all of our existing and future receivables vis-à-vis the Ordering Party under the existing supply relationship.

(2) The merchandise delivered by us remains our property until all secured receivables have been paid in full. The Ordering Party shall hold the reserved goods in custody for us at no charge.

(3) The Ordering Party has the right to process and/or sell the merchandise that is subject to reservation of title until an enforcement event occurs.

(4) Processing shall take place in our name and for our account as manufacturer; we shall directly acquire ownership and/or co-ownership of the new item corresponding to the ratio of the value of our reserved goods to the value of the new item. The Ordering Party transfers as of today's date its future ownership and/or co-ownership of the new item to us.

(5) As of today's date, the Ordering Party assigns to us by way of security all receivables that accrue from any re-sale. This also applies to receivables that replace the reserved goods or that accrue with respect to the reserved goods, for example, insurance claims or claims resulting from unlawful acts in the case of loss or destruction.

(6) We shall release this collateral upon request to the extent that its value exceeds the amount of the secured receivables by more than 50%.

## Article 10 Concluding provisions

(1) Legal venue for all disputes shall be Kassel or the domicile of the Ordering Party at our discretion. Kassel is the sole legal venue for legal action against us.

(2) The business relationship between us and the Ordering Party is governed solely by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980 does not apply.

Technoform Glass Insulation GmbH  
Matthäus-Merian-Str. 6  
D-34253 Lohfelden

Tel.: +49 561 9583 100  
Fax: +49 561 9583 121  
E-mail: [info@glassinsulation.de](mailto:info@glassinsulation.de)  
Website: [www.glassinsulation.de](http://www.glassinsulation.de)

Management:

Petra Sommer  
Thomas Wedekind  
Dr. Matteo Dolcera  
DE195377629  
02624605636

VAT ID no.:

Tax ID no.: