

Terms of Sales

CONFIDENTIALITY. Our offers are strictly confidential and intended only for the recipient addressed by us and our client. Without our explicit written consent, disclosure - of the contents of the offer, even in part - to third parties is not permitted.

1. OFFER AND ACCEPTANCE OF ORDER

Unless expressly stated otherwise, our offers are subject to change and non-binding. All contracts are subject to our terms and conditions which are available on our website (www.eckelt.at/agb).We reserve the right to accept orders in any case, i.e. the contract is only concluded upon receipt of our written order acceptance/confirmation. All verbal contractual discussions, in particular all agreements and arrangements with our employees, shall only become legally binding upon written confirmation. Contract language is German.

Our prices (and calculations) are based on the assumption that the items in our offer (quantity, dimensions, specifications, production tranche) remain unchanged. Changes to the quotation require a recalculation and supplementary quotation, which must be commissioned before delivery. In the event of any change, we shall in any case be entitled to appropriate remuneration. Our quotations are based on the purchaser's performance description and the information provided without knowledge of the local conditions. We do not take natural dimensions.

We cannot accept any liability for the correctness of dimensions and quantities. The client is responsible for checking the conformity.
All necessary production drawings and, if applicable, individual glass lists shall be provided by the client (PDF and DXF).

The offer does not include any design or engineering work. Any necessary test, supplementary FPC (factory production control) or approvals are not part of the offer.

We are no longer bound by the prices and conditions stated on the offer cover sheet after the expiry of the validity period of our offer. We reserve the right to increase our prices after receipt of order to a reasonable extent if price rises more than 5% due energy costs, labour costs or material price increases.

In the event of changes to the order, the cost of changes, loss of production, new planning, the goods already produced (incl. partially finished glass) as well as disposal will be charged according to our service price list.

2. PACKING AND DELIVERY

Delivery is ex works (EX WORKS) as standard. The choice of dispatch routes and means is left to us. The risk is transferred to our customer upon collection. In the event that the collection date is not met by the customer, they will be considered in default of acceptance, and the risk will be transferred to the customer. If shipment is still required, we retain the discretion to determine the dispatch route and means.

If transport costs are quoted separately, are they based on full truck or container loads. Packaging is not carried out by item, but exclusively according to transport, production and environmental aspects.

The packaging length is always determined by the larger dimension of the unit. Other packaging is carried out according to the customer's wishes at an extra charge. If a different Incoterm than EXW is agreed, any additional transport charges - that may arise and over which we have no direct control - will be passed on to the customer. Additional charges include for example customs duties, truck waiting times, deviations from the delivery agreement or document charges, as well as the additional charges for demurrage, detention, low water, storage, etc. that may arise in the case of sea freight.

The access road must be suitable for standard lorries (i.e. at least with a curtain side semi-trailer). A route test or the possibility of access is not carried out by Eckelt or its vicarious agents and is the responsibility of the client. If access is not possible and redirections or additional costs are incurred, these are to be borne by the client.

The edge a/o visible side of the glass elements on the loading equipment is specified in the factory according to technical production aspects and is not binding. Customer specific requirements for the packing edge a/o outer side of the glass on the loading equipment must be agreed and paid for separately. Special requirements for packaging or packaging sequence or delivery sequence can only be taken into account if they are clearly defined in the order and are to be paid for separately by the customer.

2.1 returnable transport racks

2.1.1 Ownership and Provision
Returnable transport racks (MWTG) remain the exclusive property of Eckelt Glas GmbH and are provided to the customer solely on a loan basis for the purpose of transporting the goods supplied by Eckelt. The racks may only be used for this purpose. Any other use, in particular for storage or transport of third-party goods, is not permitted.

The racks are intended exclusively for transporting goods supplied by Eckelt. Their use as lifting, storage, or transport equipment for other goods or materials, particularly when using cranes or other lifting devices, is prohibited. In the event of misuse, Eckelt assumes no liability for any resulting damages.

Transfer to third parties is only permitted with Eckelt's prior written consent.

2.1.2 Duty of Care and Liability
The customer is obliged to handle the racks with due care and to safeguard them against loss, theft, damage, or any other form of disappearance until they are returned to or collected by Eckelt. The customer is liable for loss, destruction, damage, and any improper use of the racks.

2.1.3 Unloading and Release Notification
The customer is obliged to handle the racks with due care and to safeguard them against loss, theft, damage, or any other form of disappearance until they are returned to or collected by Eckelt. The customer is liable for loss, destruction, damage, and any improper use of the racks.

The release notification must be submitted in writing and include:
- the respective rack numbers
- the exact location

In addition, the customer is requested to provide a total number of Eckelt racks at the respective location.

A release notification is only valid if the racks are:
- fully unloaded
- freely accessible
- provided at ground level, and
- ready for loading.

Incorrect or incomplete release notifications, as well as racks that are not actually ready for collection at the agreed pickup time, shall be deemed as not released.

2.1.4 Identification and Documentation
All returnable transport racks are marked with a unique rack number. These rack numbers are listed on the delivery notes to ensure clear identification of the racks located at the customer's site.

The customer must always specify the relevant rack numbers in release notifications and inventory reports.

2.1.5 Collection
Eckelt is entitled to collect released racks in consolidated shipments for economic and logistical reasons. Release notifications must be submitted with reasonable lead time, but at least five working days prior to the requested pickup date.

Collection is generally carried out using a curtain-side truck without loading equipment. Loading the racks onto the transport vehicle and providing suitable loading equipment (e.g. forklift) are the responsibility of the customer and are performed at the customer's risk.

If, due to site conditions or at the customer's request, a vehicle with crane, tail lift, or other loading equipment is required, this must be agreed separately in advance. Any additional costs incurred shall be borne by the customer.

If released racks are not provided in a condition ready for collection at the agreed pickup date, or if loading is not possible, Eckelt is entitled to charge for failed collection attempts, waiting times, and any resulting costs. These costs will be invoiced in accordance with the applicable provisions for failed trips and additional logistics expenses.

2.1.6 Transfer of Risk upon Collection
Until the actual handover of the MWTG to Eckelt or a transport company commissioned by Eckelt, the racks remain under the responsibility and at the risk of the customer. The transfer of risk to Eckelt only occurs upon actual handover of the MWTG to Eckelt or the commissioned transport company. Loading the racks onto the transport vehicle is carried out at the customer's risk and responsibility.

2.1.7 Rack Rental
Unless otherwise contractually agreed, a rack rental fee will be charged for MWTG from eight weeks after delivery in accordance with Eckelt's applicable service price list. The rental period continues until effective release notification of the respective racks. Charging of rack rental does not result in any transfer of ownership of the racks.

2.1.8 Loss or Damage
In the event of loss or irreparable damage of a returnable transport rack, Eckelt is entitled to charge the replacement value of an equivalent rack. The replacement value includes, in particular, current procurement costs, transport, sourcing and logistics costs, as well as a reasonable administrative surcharge. The relevant value is the replacement value at the time of the loss or damage. The basis for valuation is the replacement value of a functionally equivalent rack, not its depreciated value.

Payment of such compensation does not result in any transfer of ownership and does not affect Eckelt's right to reclaim the rack. Any racks that are subsequently recovered must be returned to Eckelt immediately.

2.1.9 Site and Location Restrictions
MWTG may only be used and stored at the original delivery or installation site. Transfer to other construction sites or locations, as well as use by subcontractors or other third parties, is only permitted with Eckelt's prior written consent. The customer remains responsible in all cases for the return, condition, and inventory of the MWTG.

2.1.10 Mixing with Third-Party Racks
MWTG of Eckelt Glas GmbH must not be mixed with racks from other suppliers, jointly used, or replaced by such racks. The customer must ensure that Eckelt MWTG are clearly identifiable at all times and stored and used separately from racks of other suppliers.

If Eckelt MWTG are mistakenly taken by third parties or if third-party racks are interchanged with Eckelt MWTG at the site, the customer must inform Eckelt immediately and cooperate in clarification and return. The customer remains responsible for the inventory and return of Eckelt MWTG regardless.

2.1.11 Rack Inventory at Customer's Premises
The customer is obliged to provide, at any time, traceable information on the MWTG in their possession. Eckelt is entitled to request from the customer an inventory statement of all Eckelt MWTG at any time. Such inventory must be provided within a reasonable period, but no later than five working days.

For the purpose of clarifying discrepancies, Eckelt is entitled, upon prior notice, to carry out an on-site inventory check at the customer's premises. If requested inventory reports are not provided or are clearly inaccurate, Eckelt is entitled to treat the missing inventory as lost and to charge the corresponding replacement value.

2.1.12 Self-Collection
If goods are collected by the customer or by third parties commissioned by the customer at Eckelt's premises, the MWTG also pass into the customer's area of responsibility upon handover of the goods. The customer is obliged to return the MWTG to the Eckelt Glas GmbH plant in Steyr at their own cost and risk, unless a different return location has been expressly agreed.

All other provisions of these sales conditions regarding returnable transport racks shall also apply to racks taken over as part of self-collection.

2.1.13 Deliveries to Third Countries
For deliveries to third countries outside the European Union, the MWTG remain the property of Eckelt Glas GmbH. The customer shall actively support Eckelt in the return of the racks and in all required customs and export formalities.

All other packaging (e.g. boxes, crates, filling material, etc.) must be disposed of by the customer at his own expense. If, in deviation from the contractual agreements, the customer requires assistance with unloading (including unloading equipment), onward transport or insertion, this must be communicated by the customer in advance and will be charged separately. Waiting times will be further charged according to the invoice of the supplier.

3. EXPORT CONTROL

The customer undertakes to refrain from the following transactions in any case:

- transactions with persons, organizations or institutions that are on a control list, embargo list or list of persons according to EU legal standards or acts, international agreements (in particular US export regulations) or Austrian legal standards or acts (in particular the Foreign Trade and Payments Act 2011 as amended);
- transactions with UN/EU embargoed states that are prohibited;
- transactions for which a license required under the aforementioned provisions is not available.

The customer shall be liable for all costs and damages incurred by us as a result of any infringement. Our contractual obligations shall not apply if they conflict with national or international provisions of foreign trade law and/or embargoes and/or other sanctions.

4. PRICES AND PAYMENT

Our offer prices are subject to change, net without VAT and in EUR and are subject to the price adjustment in the form of surcharges described in more detail below (such as energy costs, gas and transport surcharges). The prices are therefore subject to change. Quotations in foreign currencies are prepared using daily exchange rates and are subject to currency fluctuations until the date of delivery. Prices are ex works, excluding insurance, shipping costs, energy surcharge, road pricing and VAT at the respective statutory rate. Please note that the transport or packing prices are indicative! They depend on final packaging and transport schedules, as well as currency fluctuations until the day of delivery.

The prices offered with this offer are offered as variable prices as follows (price sliding scale).

The calculated and offered transport costs are based on the current diesel prices at the time of preparing the offer and will be adjusted before delivery of our goods according to the development of the diesel price matrix. The minimum charge per order is EUR 200.

energy surchage fix 0.14 EUR/kg plus gas, electricity and logistics.

The calculation of the gas surcharge is linked to the development of the gas price and is only applied at a monthly average price > 80EUR/MWh. The development and basis of our calculation can be found on the Yahoo Finance website [https://finance.yahoo.com/quote/TTF%3DF]. The calculation is made according to the table below.

Since 1 February 2023, the TTF gas surcharge has fixed at 120 MWh. Until further notice, the TTF gas surcharge will be charged at EUR 0.200 per kg for all orders. We will continue to review gas price developments on a monthly basis. If prices rise again above EUR 150/MWh, we will adjust the gas surcharge in accordance with the table below.

For the calculation of the gas price surcharge (TTF), the average value of the respective month is applied. For the electricity price surcharge, the peak monthly average in Austria is used. Both values are determined three working days before the end of month [M] and applied for invoicing in the following month [M+1].

For tracking electricity price developments, we use the following source: https://www.bricklebrit.com/epex.html and apply the peak monthly average for Austria in our calculations.

Ø gas TTF Index *[cost per MWh]*	surcharge per kg product weight in Euro
< € 150	0.200 €
€ 150 - € 160	0.240 €
€ 160 - € 170	0.280 €
€ 170 - € 180	0.320 €
€ 180 - € 190	0.360 €
€ 190 - € 200	0.400 €
per additional € 10	+0.040 €

Peak electricity price *[cost per MWh]*	surcharge per kg product weight in Euro
< € 100	0.000 €
€ 100 – € 150	0.030 €
€ 150 – € 200	0.060 €
€ 200 – € 250	0.090 €
€ 250 – € 300	0.120 €
€ 300 – € 350	0.150 €
per additional € 50	+0.030 €

Additionally we charge a logistics surcharge of 0.06 EUR/kg for all orders.

If energy and logistics surcharges as well as road pricing are not charged separately, we reserve the right to adjust the energy surcharges underlying the all-in prices at any time prior to delivery if the calculated TTF index exceeds EUR 150/MWh and the electricity price exceeds EUR 100/MWh (peak)

All prices for building materials, construction materials and energy costs contained in this offer are calculated on the basis of the purchase prices at the time of the preparation of the offer. If the purchase prices demanded on the market increase during the award of the contract, our offer prices shall change accordingly. Furthermore, we reserve the right to increase the prices for deliveries or services which are to take place 4 months after conclusion of the contract or later in accordance with the cost increases which have occurred due to increases in personnel costs, working materials or material prices.

Any agreed discounts apply exclusively to the price of the glass and not to the surcharges.

Calculated area. IGU 3:3. TEMP 3:3 (full cm, 2nd decimal place rounded up). LAMI 3:3.

Each piece shall be invoiced with an area of at least 1,0 sqm. Edge working, enamel strips etc. min. 1,0 rm per edge. For special shapes, the smallest circumscribed rectangle is to be considered for the area calculation.

Set-up cost for EMALIT, panels and SERALIT LITEX. For individual order quantities below 50 sqm per color, glass type and design, set-up costs of EUR 300,- net will be charged.

Color adjustments for EMALIT and SERALIT LITEX. For color adjustments or special colors, a net charge of EUR 500,- per color adjustment will be made. This also applies to samples.

5. DELIVERY TIME

Delivery dates stated on our order confirmations or in other correspondence are expected (approximate) delivery dates and are not binding.

Compliance with the expected delivery dates is subject to the customer having fulfilled his obligation to cooperate in good time (e.g. documents to be obtained such as drawings and permits, down payments to be made under the contract, production releases, etc.).

We would like to point out that we have only limited influence on the availability of the basic glass, which is why our delivery dates can only be bindingly confirmed by the dispatch department 3 working days before delivery at the earliest. Liability for non-compliance with expected (approx.) delivery dates is excluded in any case. We also accept no liability for delays in delivery along the delivery route.

Also vis major (force majeure) events, in particular strikes, pandemics, volcanic eruptions, wars and the like, lead to a reasonable extension of the delivery dates and a reasonable increase in prices.

Occasional failures may occur during production (e.g. glass breakage, faults in the glass, machine failure). This will result in a reasonable extension of the delivery time for the individual pieces. We ask for your understanding that we reject any resulting consequential costs on the merits. Partial deliveries are generally permissible.

6. (WARNING-)INFORMATION ON PRODUCT CHARACTERISTICS

The information contained in our catalogues, brochures, circulars, illustrations, price lists, offers, etc. regarding dimensions, weight, colors, performance and the like shall only be authoritative if we expressly refer to them in our offer or order confirmation.

Plans, sketches and other technical information and documents as well as samples, catalogues, brochures, illustrations and the like shall always remain our intellectual property. Any publication and demonstration may only take place with our express consent.

The tolerances according to the Eckelt Quality Manual (available at www.eckelt.at/downloads) as well as the relevant technical EN/ISO and ÖNORMEN (Austrian standards) are agreed. It supplements order-specific agreed tolerances and forms the basis if such do not exist Should the manual have been replaced in some parts by order-specific regulations, the remaining part of the manual remains in force. The customer agrees to the normative product properties of the respective product ordered.

Before placing a binding order, we strongly recommend that you carry out a meaningful sampling of 1:1 sizes and structures under the intended environmental conditions / usual room use and obtain approval from the end customer / building owner / architect.

Color uniformity. Batch-related color deviations in float glass production as well as coatings cannot be excluded. The VFF leaflet V.03 – Color uniformity of transparent glass in building 2021-02 and ISO 11479-2 standard (glass in building – coated glass, part 2: façade color) describe the necessary framework conditions for the assessment of color uniformity. Deliveries for sun and heat-protective coated glass may show color differences in transmission as well as reflection within the scope of NORM "ISO 11479-2". Likewise, thermally treated glass panes with solar or heat protection coating may show color differences next to non-thermally treated glass panes of the same type or different glass thicknesses. These deviations are unavoidable due to the product, they cannot be influenced by us and therefore do not constitute grounds for complaint.

In the application case that a coated thermally toughened safety glass has to be mixed with a non-toughened product, we recommend prior sampling. Anisotropies (iridescence) can occur in tempered glass, which cannot be avoided even by the most careful production.

Liability/warranty for any optical phenomena (within the scope of the standards) is excluded in any case.

With thermally toughened safety glass (TEMP) there is a risk of spontaneous breakage due to nickel sulfide inclusions. To reduce this risk, we recommend ordering and having a heat soak test carried out. According to the current state of the art, the risk of spontaneous fractures cannot be ruled out with absolute certainty even by hot storage tests. We do not accept any liability for this.

Toughened glass must be checked for edge defects by the processor before installation Edge damage can subsequently lead to breakage of the glass pane.

Please note that insulating glass from a dimension of 2600 x 5000 mm is generally designed with a silicone edge seal. This is also the case if the glass type offered / ordered contains polysulphide.

Official approvals. Special technical designs and/or special constructions may be subject to official approval. Obtaining such approval is the responsibility of the client or the building owner. Any resulting changes in execution or additional services, in particular tests, proof of calculations and documentation, shall be invoiced separately.

Specifications from the client's customers have not been assessed or checked and are not part of our offer. Eckelt does not check whether the glass offered is suitable for the application intended by the customer in terms of static, structural engineering and building physics. We have not tested the correct use of the glass. Calculations, tests or measurements in this regard are not part of this offer.

Structural analysis. We did not carry out a project-related, static pre-dimensioning of the glass We have taken the glass thickness from your enquiry. We assume no liability for the accuracy and completeness of the information provided.

The statically required sealant overlap must be determined by the client.
Load effects on the insulation glass composite. Load effects on the insulating glass composite must be kept as low as possible and checked, as they have an influence on the product service life.

Increased loads on the edge seal can occur due to the following factors:

- Small-format pane dimensions
- Panes formats with unfavourable (increased) aspect rations
- Use of glass types with high energy absorption
- Increased space between panes
- High glass thicknesses
- Asymmetrical pane construction
- Installation with large height difference to the insulating glass production location

Installation at great heights. Insulating glass units are hermetically sealed and the barometric air pressure prevails at the insulating glass production site, i.e. the air pressure in the space between the panes corresponds to the barometric air pressure at the time the insulating glass unit is sealed. Under certain circumstances, avoidable external boundary conditions (temperature, air pressure) can lead to additional stress and deformations occurring in the glass.

Since the manufacturer generally does not know the geographical altitude of the insulating glass unit to be glazed, the altitude above sea level of the installation site must be specified when ordering insulating glass. If the difference in altitude between the production site and the
installation site exceeds 700 m, special measures must be taken to equalize the pressure.

All materials that come into direct or indirect contact with the glass supplied by us must be tested for compatibility by the customer. We will be pleased to provide data sheets on the materials used by Eckelt on request. We would like to point out that PVB and sealants are not compatible. Any delamination resulting from this does not constitute grounds for complaints.

The technical values stated refer to test or calculated values based on the respective test standards. Test conditions and dimensions are prescribed in the respective standards. In the event of changes to the dimensions and/or installation situation (e.g. roof area), the actual values may deviate from the stated values. For calculated values, a tolerance of the values of +/-3%, or + 0,1 W/m².K must be taken into account.

U_g-values. All U_g-values refer to calculations according to DIN EN 673. Format-related edge influences as well as the influence of the frame construction are to be determined by the frame manufacturer acc. EN 10077 (U_f or U_w-value). The U_g-values given refer exclusively to vertical glazing. If glazing is installed at an angle or horizontally, the U_g-value will deteriorate.

Sound insulation. All sound insulation values are given for glass without frame. Format-related deviations are not taken into account. Sound insulation values according to technical data sheet.

Cleaning instructions. The Eckelt cleaning instructions (available at www.eckelt.at/downloads) must be observed.

Glazing instructions. According to national standards or state of the art.

Purchases. Any kind of purchase is at the discretion of contractor. We are entitled at any time to purchase semi-finished products and finished products/to have them produced by subcontractors.

7. PROOFS

The following standard certificates are part of this offer and can be requested:

- Calumen data sheets
- CE declaration of performance
- certificate of compliance (acc. to EN 10204/2.1)

All additional certificates - if they can be supplied by Eckelt - are to be paid for separately.

8. CUSTOMER SUPPLIED COMPONENTS AND CONTRACT PROCESING SERVICES

The following provisions apply to all materials, products and preparatory work supplied by the customer or by third parties on the customer's behalf, as well as to contract processing services, including cases where only individual components are supplied by the customer.

8.1 Order and Advance Notification

Customer-supplied materials and products, as well as the scope of work performed by the Customer, must be clearly described and, where necessary, documented by drawings. At the time of placing the order, a binding delivery date must be agreed with us and a responsible contact person must be designated. No later than 5 working days before the agreed delivery date, the final quantities, broken down by orders and line items, must be confirmed in writing.

Late, incomplete, defective or partial deliveries of customer-supplied materials entitle us to adjust delivery dates and production schedules accordingly. Any additional work or costs arising from such deliveries or other circumstances within the Customer's sphere of responsibility, including storage, handling, sorting, rescheduling, setup, cleaning, reworking and production interruptions, shall be charged separately at the agreed rates or, in the absence of such agreement, at reasonable rates. Further contractual and statutory claims remain unaffected.

8.2 Delivery of Materials and Customs Clearance

All customer-supplied materials and products must be clearly identified upon delivery and traceable to the respective orders and line items. Each delivery must be accompanied by a complete delivery note specifying the Customer, project and order number, as well as the type and quantity of the goods. Any special storage, protection, handling or processing requirements must be communicated to us in writing in advance. Non-compliant deliveries may be rejected or excluded from processing.

Customer-supplied materials and products must be delivered exclusively in accordance with "Incoterms® 2020, DDP Eckelt". All costs associated with importation, including in particular customs duties, import VAT, other taxes and charges, and customer clearance costs, shall be borne by the customer.

For deliveries from non-EU countries, the Customer is responsible for complete and correct customs clearance, including accurate descriptions of the goods and declarations of their value. Eckelt shall not act as importer or customs declarant in connection with customer-supplied materials.

8.3 Inspection Obligations and Material Responsibility

Upon receipt at our facility, only the completeness of customer-supplied materials and products shall be checked against the delivery note. We do not undertake any incoming goods, quality, dimensional, material, workmanship, suitability or compatibility inspections unless expressly agreed otherwise. Acceptance or processing does not constitute confirmation that the supplied materials and products are free from defects or suitable for the intended processing.

The customer is responsible for all supplied materials, products and preparatory work, including their condition, dimensional accuracy, cleanliness, quality, suitability and process compatibility, as well as any dimensional, cutting, processing, coating or other manufacturing defects originating from the customer's work. Statutory inspection and warning obligations remain unaffected.

8.4 Material Risk and Liability for Damages

The customer bears the risk of material-related damage, defects, alterations and losses. This also includes hidden or undetected defects, contamination and material incompatibilities. The customer must ensure that all supplied materials and products are suitable for the agreed processing and do not damage or adversely affect our equipment or other products.

In the event of a breach of these obligations, the customer shall compensate us for all resulting damages and consequential losses recoverable under applicable law, including, in particular, damage to machinery and production equipment, cleaning, repair and restart costs, production downtime, business interruption, material losses, loss of profit and justified third-party claims. Such liability shall not be limited to the order value. The Customer shall indemnify and hold us harmless against infringements of third-party intellectual property rights for which the Customer is responsible.

If customer-supplied material is damaged during processing, replacement material must be supplied free of charge.

Where customer-supplied components are processed, our warranty obligations shall be limited to our own scope of work. We accept no warranty obligations or liability of any kind for the functionality of the customer-supplied components or their interaction with our services (e.g. adhesion and compatibility in structural bonding applications of any kind).

8.5 Contract Processing Services

For contract processing services, including in particular glass tempering (TEMP), heat-strengthening (HS), laminated glass production (LAMI), insulating glass production, enamelling, screen printing and other glass processing operations, our scope of work is limited to the expressly agreed processing services. The customer is responsible for the suitability of customer-supplied materials, glass configurations and material combinations, including their thermal, chemical, mechanical and other compatibility with the agreed processing methods.

No separate technical validation or approval of the materials is included in our scope of work. Binding process limits require our express written confirmation. Unless expressly agreed otherwise, process setpoints do not constitute guaranteed minimum or maximum limits.

Breakage, deformation, optical changes, delamination or other quality deviations resulting from material properties or glass configurations shall

not constitute defects in our services, provided that the agreed processing has been carried out professionally and correctly.

Any subsequent changes or instructions to stop processing must be communicated to us immediately and unambiguously. Processes already in progress may only be interrupted or modified to the extent technically feasible and reasonable. We reserve the right to suspend or discontinue processing in the event of technical or safety-related concerns.

Any additional work or costs arising from circumstances within the Customer's sphere of responsibility, including additional storage, handling, rescheduling, setup, cleaning, reworking, repeated processing and production interruptions, shall be charged separately at the agreed rates or, in the absence of such agreement, at reasonable rates. Further contractual and statutory claims for remuneration, compensation and damages remain unaffected.

9. PAYMENT, INVOICE, ACCEPTANCE

For new customers: 100% prepayment on first order. Individual payment arrangements are possible for subsequent orders.

For existing customers: Irrespective of the chosen method of delivery, payment is to be made at the latest 14 days from the date of invoice without any deductions. Payments by the customer are only considered to have been made at the time of receipt on our business account. In the event of delayed payment, business interest according to § 456 of the Austrian Commercial Code is deemed to be agreed.

If there are liabilities from previous deliveries, these shall be repaid in the order in which they arose.

We will apply for credit insurance in the amount of the order. Should this result in delays in the processing of the order, we shall not be liable in any way whatsoever and the resulting delay shall be included in the delivery periods or dates.

If insurance is not possible, the customer must provide other suitable security (e.g. advance payment or bank guarantee). The insurance/security must be provided before the start of production in any case to the extent of the price of the goods to be produced. We will not commence production of the goods without a guarantee. Any delay in delivery as a result thereof shall be borne by the customer. We reserve the right to claim damages for the delay caused by the customer. 4 weeks after unsuccessful request of the customer to provide security, we are entitled to withdraw from the contract and to settle all costs incurred so far.

The goods remain our property until full payment has been made. If we have further claims against the customer, the retention of title shall remain in force until payment thereof. Any resale or delivery to the end customer or permanent incorporation into parts of the building shall only be permitted subject to retention of title, compliance with all necessary formal requirements and assignment of claims to us.

Glasses can be stored free of charge for 14 calendar days from notification of readiness for collection. After this period, the responsibility, risk and danger are automatically transferred to the client (customer) and we reserve the right to charge any storage costs incurred in accordance with our service price list. In addition, the goods may be invoiced after the 14 calendar days have expired. Payment must be made within the agreed payment term from the invoice date.

Partial deliveries shall be deemed agreed. With the partial delivery, the pro rata remuneration claim is realized and due. In this context, partial final invoices shall be issued for the transferred units.

A delivery on a call-off basis shall only apply if it has been agreed in writing in the contract and is identified as a call-off order in our order confirmation. The call-off period specified therein shall apply. Unless otherwise agreed in writing, this period shall commence upon our notification that the goods are ready for dispatch. If no call-off period is specified, it shall be two weeks. Call-offs must be followed the specified sequence to ensure that the underlying optimisations can be applied. The call-off must be submitted in writing at least five working days before the requested delivery date. The delivery date must fall within the call-off period. If the customer fails to call off the goods on time or in full within this period, the customer shall be in default of acceptance with respect to he affected goods upon expiry of the call-off period. From that point onwards, the risk of accidental loos or deterioration of the goods shall pass to the customer.

We shall be entitled to declare the purchase price due and payable in accordance with the agreed payment terms, charge a handling fee of EUR 500.00 EUR, storage costs in accordance with our Service Price List, and any further additional costs actually incurred. If the customer fails to call of the goods even after being granted an additional period of 14 days, we shall be entitled to withdraw from the contract with respect to the goods not accepted.

10. CANCELLATION OF THE CONTRACT BY THE CUSTOMER | CANCELATION COSTS

In the event of cancellation or partial cancellation, all costs incurred up to the time of cancellation as well as all future costs caused by the cancellation, in particular for loss of production, overheads and lost profit, shall be invoiced.

11. NOTICE OF DEFECTS | WARRANTY | LIABILITY

The warranty period is 2 years from delivery.

The goods shall be inspected immediately after arrival at the place of destination and handled with the care of a prudent businessman; in particular, they shall be checked for conformity in quantity, type and quality with the order and for conformity with the type designation. If damage to the goods occurs during transport or if the goods listed in the consignment note/delivery note are not delivered in full, the consignee must have the damage or the missing goods confirmed on the consignment note/delivery note, including digital proof of delivery, by the deliverer with a specified signature. Damage must be documented photographically. The consignment note with the damage remark is to be handed over to us. We shall provide compensation at our discretion by means of a free replacement delivery or credit note for the refund amount, in the case of merchandise only to the extent that we ourselves receive a replacement.

For the inspection and obligation to give notice of defects of the delivered goods, §§ 377 ff. UGB (Austrian Commercial Code) shall apply, unless otherwise agreed herein.

As a precautionary measure, the goods shall be subjected to another detailed inspection before they are processed in order to avoid damage. The processing of defective goods is not permitted.

Liability for consequential damage and pure financial loss resulting from acts of slight negligence is hereby excluded vis-à-vis the customer, the contractor. This is due to the fact that our company manufactures products on the basis of information, specifications and plans provided by the customer without knowledge of the intended place of use, environmental conditions and accessibility. Consequential damage or pure financial losses are therefore not foreseeable for us at the time of the order and we cannot calculate this risk. For these reasons, we cannot accept any liability for consequential damage or pecuniary loss caused by slight negligence. This exclusion does not apply to personal injury.

Due to other difficulties of proof, the limitation period for claims for damages by the customer against us is reduced to six months from the time the customer becomes aware of the damage and the damaging party. The absolute limitation period for claims for damages is reduced to five years at the latest after the event giving rise to the claim.

Claims (in particular claims for damages and recourse) by the customer against us on the basis of a contractual penalty to be paid by the customer to a third party are excluded. We recommend that the customer does not accept such penalties in the course of contract negotiations. The customer is obliged to draw our attention to the increased risk in cases where there is a risk of unusually high damage.

The customer is obliged to do everything in his power to avert the threat of damage or to keep it as low as possible in the event of damage occurring. It is the Customer's responsibility to prove that the defect complained of is a defect within the meaning of the warranty and that it existed at the time of delivery. The statutory presumption rules pursuant to § 924 ABGB shall not apply. The customer expressly waives the right to assert recourse against us for warranties provided and for property damage in accordance with the Product Liability Act. The customer undertakes to transfer the aforementioned waiver to any other entrepreneur in the event that we otherwise indemnify and hold the customer harmless.

12. JURISDICTION AND APPLICABLE LAW

The competent court for all - direct and indirect - disputes arising from the delivery contract is the competent court at the registered office of our company. Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of international conflict of law rules. The contract language is German.



service rates

General	price in EUR	per unit
energy and logistic surcharge, road pricing		based on monthly calculation
minimum order value	**50**	order
ESG-HF (RAL-quality seal)	**1**	sqm single pane
set-up cost for EMALIT, panels and LITEX (for individual order quantities below 50 sqm)	**300**	color, glass type, design
color adjustment and special colors for EMALIT and LITEX	**500**	color adjustment
disposal of broken glass: only in the course of rack return and subject to prior notification (excluding free-of-charge disposal in case of justified claims)	**15**	sqm

Loading	price in EUR	per unit
glass packing edge a/o outer side on the loading device acc. to customer specification	**50**	pane
loading of single panes standard (up to max. 450 cm)	**50**	pane
loading of single panes XL (from 450 cm)	**150**	pane
loading full truck at collection	**200**	truck
loading glass inloader at collection	**400**	glass inloader
individual bending	**7,5**	pane
standing times (truck or in-loader from 2 hours after arrival)	**110**	hour

Racks	price in EUR	per unit
rental for reuseable metal racks from 8 weeks after delivery	**4,5**	day and rack
rental for inloader racks applies from the day of delivery Please note: if the inloader rack remains on site, additional collection costs will be charged depending on the pickup location	**100**	day and rack
white stretch film*	**75**	rack
silage film for outdoor storage*	**95**	rack
**on customer request, the glass can be additionally protected with a film on the rack*		

Storage charges	price in EUR	per unit
per packaging unit: rack or crate	**75**	week
per packaging unit: glass inloader rack	**350**	week
necessary silage film** for storage	**95**	rack
removal from storage and return**	**50**	rack

Glasses can be stored free of charge for 14 calendar days from notification of readiness for collection. After this period, the responsibility, risk and danger are automatically transferred to the client (customer) and we reserve the right to charge any storage costs incurred as stated.

In addition, the goods may be invoiced after the 14 calendar days have expired. Payment must be made within the agreed payment term from the invoice date.

***additional costs for outdoor storage areas will be charged separately.*

Documentation & Certificates	price in EUR	per unit
delivery documents for third country deliveries (UK, CH, N, etc.)	**85**	order
Heat-Soak-Test protocol	**15**	protocol

Planning	price in EUR	per unit
elaboration and creation of screen printing designs	**400**	design

Application Engineering	price in EUR	per unit
Material compatibility testing	**300**	test
lighting data calculation	**25**	datasheet
sound insulation calculation	**25**	Datasheet
thermal-stress analysis	**1100**	TSA
structural glazing documentation	**700**	documentation
preliminary structural dimensioning	**150**	hour

Order Changes & Cancellations

In the event of order changes or cancellations, the following lump-sum rates shall be charged as compensation for internal effort and lost contribution margin. The basis for calculation is the net order value of the affected order.

order status at cancellation	**%**	per unit
technical clarification phase	**20**	of order value
Scheduled (planned in system)	**30**	of order value
material disposition before production start	**50**	of order value
in production	**80**	of order value
produced goods (incl. partially finished glass)	**100**	of order value
+ disposal of produced goods (incl. partially finished glass)	**15**	of order value
+ material costs for already procured or allocated materials, if no economically reasonable reuse is possible	**100**	of order value
order changes	**price in EUR**	**per order**
order modification effort based on actual cost, subject to a	**150**	minimum charge
replanning effort incl. any express surcharge based on actual cost subject to a	**200**	minimum charge

additional services are charged according to acutal expenditure	
planning	• elaboration of drawings from general plans • packaging plan
quality	• quality records such as spot checks, online records • final inspection • special tolerances • site visits
samples	• standard sample plus packing & shipping • mock-up glasses plus packing & shipping
return of reusable metal stillages	• rack collection without crane
warranty extension	• > 2 years