

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 actual expenditure.

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.

Reusable transport racks remain our property. Unless otherwise agreed, the racks must be made available for collection within two weeks after delivery. Racks are to be cleared promptly by the client and reported free. Eckelt will collect cleared racks from the place of delivery. If the racks are not empty at the agreed collection time, they will not be taken away and the second journey will be invoiced. The loading of the racks must be carried out by the client. Racks that are not released will be invoiced 8 weeks after delivery.

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 expense shall be charged additionally. 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 surcharge 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 120–120 MWh. Until further notice, the TTF gas surcharge will be charged at EUR 0.200 per kg for all orders. Furthermore, we review the gas price development monthly. If this rises again above EUR 150/MWh we will adjust the gas surcharge according to the table below. We will inform you in advance about any necessary adjustments.

For the determination of the development of the electricity price, we will use this source: <https://www.bricklebrit.com/epex.html> and apply the Austrian peak in the monthly average for the computation.

Ø gas TTF Index [cost per MWh]	surcharge per kg product weight in Euro	Peak electricity price [cost per MWh]	surcharge per kg product weight in Euro
< € 150	0.200 €	< € 100	0.000 €
€ 150 - € 160	0.240 €	€ 100 - € 150	0.030 €
€ 160 - € 170	0.280 €	€ 150 - € 200	0.060 €
€ 170 - € 180	0.320 €	€ 200 - € 250	0.090 €
€ 180 - € 190	0.360 €	€ 250 - € 300	0.120 €
€ 190 - € 200	0.400 €	€ 300 - € 350	0.150 €
per additional € 10	+0.040 €	per additional € 50	+0.030 €

Due to rising logistics costs triggered by the strong increase in oil prices, we will additionally charge a logistics surcharge of 0.06 EUR/kg for all orders.

For the determination of the natural gas price, its value 3 working days before the end of the month [M] is taken as a basis for the settlement in the following month [M+1].

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 mm 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 ratios

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. FROM CUSTOMER FREE OF CHARGE ISSUED MATERIAL

If we process elements from customer free of charge issued material in the course of our performance, e.g. glass, fittings, profiles, etc., the exact quantity of the elements to be provided must be notified written in any case, at the latest 5 working days before delivery. At the factory, completeness will be checked upon acceptance of the goods provided exclusively in accordance with the delivery note. Only after checking for completeness according to the delivery note production will be released. Incomplete deliveries or deliveries deviating from the delivery note will result in delivery date delays.

Since the manufacturer generally does not know the geographical altitude of the insulating glass unit to be glazed, the altitude above sea. No further physical checks and/or quality controls are carried out. The customer will be notified of any obvious defects detected while processing. In addition, we reserve the right not to further process the delivered elements if their condition (breakage, tolerance, risk of damage to our equipment, etc.) does not permit this. Resulting consequential costs of any kind will be passed on to the customer.

Replacement must be provided free of charge if the material supplied is damaged during processing.

If elements provided are processed, our warranty is limited to our performance part. We do not assume any warranty or liability of any kind for the functionality and interaction of the elements provided with our performance (e.g. adhesion and compatibility in the case of structural bonding of any kind).

From customer free of charge issued material are only permitted with "Incoterm 2020, DDP Eckelt".

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.

Calls must be made in the defined sequence so that the underlying optimisations take effect. If the call-off agreed in writing is not made within the specified period, the responsibility, risk and danger are automatically transferred to the client (customer) and we reserve the right to invoice the goods, charge a processing fee of EUR 500 and the storage costs incurred in accordance with our service price list.

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 for broken panes at customers request (exclusively within the scope of the rack retrieval and after prior notification with photo of the loading securing)	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
rack rental from 8 weeks after delivery	4,5	day and rack
white stretch film*	75	rack
silage film for outdoor storage*	95	rack
<i>*on customer request, the glass can be additionally protected with a film on the rack</i>		

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
organisation of material compatibility testing with provided materials	200	testing
Heat-Soak-Test protocol	15	protocol

additional services are charged according to actual expenditure

application engineering	<ul style="list-style-type: none"> • lighting data sheets • sound insulation data sheets • thermal-stress analysis • structural glazing documentation
planning	<ul style="list-style-type: none"> • elaboration of drawings from general plans • elaboration and creation of screen printing designs • packaging plan
order changes	<ul style="list-style-type: none"> • modification effort • loss of production • new planning expenditure plus any express surcharge • settlement of already produced goods (incl. partially finished glasses) • glass disposal
quality	<ul style="list-style-type: none"> • quality records such as spot checks, online records • final inspection • special tolerances • site visits
samples	<ul style="list-style-type: none"> • standard sample plus packing & shipping • mock-up glasses plus packing & shipping
return of reusable metal stillages	<ul style="list-style-type: none"> • rack collection without crane
warranty extension	<ul style="list-style-type: none"> • > 2 years