



STATUS 01-2020

General Terms of Business

1. Validity

These General Terms and Conditions of Business shall apply to this order and to any future orders, unless deviating provisions have been agreed in writing. The Customer's General Terms and Conditions of Business shall not apply. By placing the order, the Customer acknowledges these Terms and Conditions of Business.

2. Appointment

All offers are subject to change and non-binding, and, along with any associated attachments and samples, dimensional drawings and descriptions, form the supplier's property, and may not be either duplicated or made accessible to third parties without our consent.

3. Intellectual property rights

Unless anything to the contrary has been agreed in writing, the Customer shall not be entitled to any rights of any kind in the works created by the Supplier or its employees in fulfilment of a contractual relationship. Any services provided by the Supplier, including any which may arise from presentations (e.g. plans, sketches, technical concepts, etc.), as well as any individual components thereof, shall likewise, like the individual pieces of work and original drafts, remain the Supplier's property, and may be claimed back by the Supplier at any time, should they have been handed over to the Customer.

The Supplier's works may not be altered. It is not permitted to create imitations of any kind.

4. Conclusion of the agreement

The agreement shall only materialise through the Supplier's written order confirmation, taking these General Terms and Conditions of Business as a basis. Any terms and conditions of purchase of the Customer or amendments to these General Terms and Conditions of Business, as well as any agreements, shall only be binding to the extent that they have been recognised by the Supplier in writing.

5. Terms of payment

The prices quoted shall apply ex works or ex warehouse of the Supplier, exclusive of packaging and loading, as well as the VAT. In the event of any incidents occurring while the order is being executed, over which the Supplier does not have any control, but which do make it impossible to fulfil the order on the agreed terms and conditions or entail an increase in the acquisition costs of raw materials and supplies which is not reasonable for the Supplier, the Supplier shall be free to withdraw from making the deliveries if the Customer does not agree to the new price or the amendment to the Terms and Conditions.

Invoices shall be due for payment upon receipt of the invoice. Cash discounts are only granted by way of separate written agreements. Should the payment deadline be exceeded, once a reminder has been sent arrears interest will be charged, to a trader at the rate of eight percentage points above the Central Bank's base rate, and to consumers at the rate of four percentage points above such base rate. Any counterclaims disputed by the Supplier or that have not yet been established with legal finality shall not entitle the Customer to either make a retention of payment or offset the amount. Should any facts which are objectively suitable for impairing the Customer's creditworthiness become known once the contract has been concluded, any claims on the part of the Supplier arising from this contractual relationship, including any bills receivable, shall become due for payment immediately. Such circumstances shall, moreover, entitle the Supplier to only effect any deliveries still outstanding in return for advance payment or a security deposit. Should the Customer fall into arrears with the payment of three deliveries, the Supplier shall be entitled to withhold any further partial deliveries until such time as the Customer has complied with its payment obligations. Invoices issued by the Supplier shall in any event be deemed to have been acknowledged as valid if they have not been contested in writing within 14 days of the invoice date.



6. Delivery and shipping

- 6.1.** The delivery deadlines specified are non-binding. In the event of industrial action, the delivery date shall be reasonably postponed, in particular in the case of strikes and Acts of God, as well as in the event of any obstacles occurring, to the extent that such events have an impact upon being able to fulfil the contract in good time, fall outside the sphere of influence of the Supplier, and cannot be averted. The Supplier shall notify the Customer of the occurrence and expected duration of such events, irrespective of whether such events affect the Supplier or one of its subcontractors.
- 6.2.** Should the circumstances that have led to a hindrance fall within the Customer's sphere of influence, the latter shall be required to inform the Supplier once the hindrance has been overcome, without delay. A reasonable extension of the delivery deadline shall in particular materialise if the Customer fails to comply with its obligations or if, due to unforeseeable events, events that are not the Supplier's fault, or extraordinary circumstances occurring at the Supplier's factory or at the premises of its own suppliers, the delivery is delayed. The delivery date shall in all cases only be deemed a fixed date if it is explicitly designated as such in writing.
- 6.3.** Should the Supplier be in default, the Customer may claim proven losses resulting from the default – subject to the exclusion of any further claims and rights, with the exception of the right of withdrawal regulated in Art. 9 – for each full week of default, of up to 0.5% of the contractual price of the overdue delivery, but only up to a maximum of 5% of the contractual price. Should the shipping be delayed by over two weeks after notification of readiness for shipping, for reasons for which the Supplier is not responsible, the Supplier may store the items to be delivered, at the Customer's expense and risk. Should the latter be stored in the Supplier's own warehouses, the Supplier may charge at least 3% of the contractual price for each calendar week for which the items to be delivered are stored.
- 6.4.** The risk shall pass to the Customer upon the items ordered being shipped. The items to be delivered shall in all cases be loaded and shipped at the Customer's risk, even if they are shipped carriage paid, and whatever type of shipping has been agreed. Should nothing to the contrary have been agreed, the items to be delivered shall be loaded and shipped at the Customer's expense. Any claims for compensation for any breakage that has been caused by a third party during loading are declined, as long as the goods have been packaged properly. Liability can only be accepted for any losses that are the fault of the Supplier or a person for whose actions and omissions the Supplier must accept responsibility, in cases of intent or gross negligence. In the event of any loss of items or damage during transport, it shall be up to the Customer to file a complaint with the carrier. The Customer is recommended to arrange for the circumstances to be officially recorded without delay, specifying the number of items lost and their net weight.

7. Reservation of ownership

The deliveries shall, until payment for all the goods delivered to the Customer by the Supplier has been made in full, remain the Supplier's property. The Customer shall be obliged to make notes in the accounts indicating the reservation of ownership, and notify the Supplier about any access by third parties to goods subject to reservation of ownership (in particular in cases of goods being pledged) or receivables being assigned without delay. The assignment of the Customer's receivable to the Supplier is also to be documented in a suitable form, and made known, at the Supplier's request, to the Customer's contractual partner, at the latest on the occasion of the invoice being issued to the latter. In the case of the Customer having an open account relationship with the Supplier, the reservation of ownership shall be deemed collateral for the Customer's outstanding balance.

The deliveries shall be handled and processed on behalf of the Supplier under exclusion of the Customer's acquisition of ownership. Should an item belonging to the Customer be connected with another item, which, within the meaning of the Austrian Civil Code (ABGB), is to be deemed the principal item, the Customer and the Supplier agree that the Customer shall assign to the Supplier co-ownership in the connected item, pro rata, and that it shall possess such item on behalf of the Supplier. The Customer's receivables arising from selling on the goods subject to reservation of ownership or their assembly at a third party property are already at this point assigned to the Supplier.



The Customer shall, at the Supplier's request, be required to notify the assignment to its debtors. The Customer shall be entitled to collect the receivable. The Supplier's power to collect the receivable shall not be affected by the Customer's entitlement to collect the receivable. At the Supplier's request, the Customer shall be required to inform it of the identity of the debtors of the receivables assigned, and also provide it with any information and documentation required in order to collect. The Supplier undertakes to release any collateral existing for its benefit upon request, to the extent that the value of them exceeds the receivables still to be secured by over 25 %. The Customer shall not be entitled to pledge the deliveries and/or assign them by way of security. In the event of any distraint or other interventions by third parties, the Customer shall be required to inform the Supplier without delay. The claim to the item being handed over, asserted due to the reservation of ownership, shall not be deemed withdrawal from the contract.

8. Partial deliveries

Partial deliveries are expressly permitted.

9. Withdrawal from the contract

- 9.1.** A prerequisite for the obligation to deliver the items ordered shall be the absolute creditworthiness of the Customer. Should the Supplier, upon concluding the agreement, obtain information which does not make it appear quite safe to grant credit in the amount resulting from the order, or if circumstances arise which cast doubt in this respect on whether in particular a considerable impairment of the assets exists, payments have been ceased, business supervision is initiated, or the Customer files for insolvency or dissolves the business, etc., or if the Customer pledges stock, receivables or goods purchased or uses them to create collateral for other creditors, or fails to pay invoices that are due for payment, despite receiving a reminder, the Supplier shall be entitled to require advance payment or a security deposit or to withdraw from the contract or demand compensation for damage due to non-fulfilment, or, if a form of payment other than cash has been agreed, demand payment in cash.
- 9.2.** The Customer may withdraw from the contract once it has finally become impossible for the Supplier, for reasons within its sphere of responsibility, to perform prior to the passing of risk. In the event of it being partially impossible to fulfil the contract, a right of withdrawal shall exist if the partial performance can be proven not to be of interest to the Customer. Should that not be the case, the Customer may request an appropriate reduction in the price. Should the impossibility of fulfilling the contract not be the fault of either the Supplier or the Customer, the Supplier shall have a claim to partial remuneration, in line with its expenses. Should the impossibility occur due to fault on the part of the Customer, or without any gross negligence on the part of the Supplier while the Customer is delaying in accepting the goods or services, the latter shall remain liable to pay an unreduced consideration. In the event of default in delivery, the Customer may withdraw from the agreement if it has set the Supplier a reasonable grace period in writing (in any event, 14 days), making the explicit statement that it will withdraw from the contract once this period has expired fruitlessly.
- 9.3.** In the event of unforeseeable events or circumstances that cannot be averted which fall outside the Supplier's sphere of influence, the Supplier may withdraw from the agreement, in whole or in part, if and to the extent that the events or circumstances alter the economic significance or characteristics and nature of the service materially or have a considerable effect on its business.

10. Product liability

Any claims for recourse within the meaning of the Product Liability Act which the Customer or a third party may direct against us under the concept of product liability within the meaning of the Product Liability Act shall be excluded unless the Customer proves that the error was caused within our sphere of responsibility or was at least due to gross negligence.



11. The taking back of goods

The taking back of goods is a compromise sometimes offered by us, and explicitly needs to be agreed. Depending upon the condition and age of the returned goods, we shall be entitled to make deductions from the original price (a handling fee). It is not possible for us to take back any components specially made for the Customer and not forming part of our serial production.

12. Warranty provisions

12.1. In regard to consumer transactions, the statutory provisions in regard to consumer protection shall apply. Due to the special properties of glass and the risk of damage, the Customer shall be obliged to check the delivery without any culpable delay. Any obvious and/or established defects, shortfalls in quantity and wrong deliveries are to be complained about in writing no later than eight days after the goods have been delivered, and, in any event, prior to processing or installation. Should the goods be installed, in awareness of the complaint, any warranty claims shall lapse, unless the Customer explicitly reserves the right in advance to assert such claims.

Any deviations in measurements, content, thicknesses, weights and colourings caused by the manufacture shall be permissible within the range of tolerances that are usual in the industry. The measurement tolerances usual in the industry shall also apply to the cut.

12.2. Special provision regarding special security glass and alarm glass:

Any distortions, reflections, interference phenomena, anisotropies and chromatic aberrations in the case of multiple-glazing laminated safety glass, as well as the circumstance that panes of glass contain alarm loops in various shapes, shall, in any event, not constitute a defect in quality. In addition, the quality directives regarding SICURTEC® glass shall apply, analogously to the directives on assessing the visual quality of insulating and/or laminated safety glass, taking special account of the laminate technology and the materials processed. The functioning of the alarm loop in the alarm glass does not constitute a guaranteed feature. In the event of conductor breakage, this circumstance shall only entitle the Customer to require the Supplier to retrofit the glass with glass breakage detectors. Any changes to the original components of the alarm glass (alarm cables, etc.), as well as the application of foil to the panes, may lead to malfunctions. The assertion of any further claims (a reduction in the price, reversal of the agreement, compensation for damage, subsequent improvement, etc.) shall be excluded.

Should the defect be attributable to measures taken in connection with the processing or installation of the item to be delivered, the Supplier shall be exempted from any warranty claims for such a defect, unless it has grossly culpably failed to carry out a reasonable check and notify the Customer of any feared defect. The Supplier expressly points out that the Customer must pay attention to any glazing recommendations when installing safety glass supplied by the Supplier. The Supplier's liability under warranty law is excluded if the Customer has not installed or stored the safety glass taking into account the specified conditions of use of SICURTEC® glass. Notwithstanding the latter, the installation of safety glass shall fall exclusively within the Customer's sphere of responsibility.

Should the specified conditions of use (assembly, etc.) as well as quality directives for SICURTEC® glass not be known, they can be requested or downloaded at sicurtec.com.

The Supplier shall bear the costs of any improvements or deliveries of spare parts. The warranty period shall, in any event, end six months after the contract has been fulfilled. Any claims for compensation for damage on the part of the Customer arising from positive contractual infringement, fault in the course of contractual negotiations or tort, as well as the assertion of consequential damages, shall be excluded, unless they are based on intent or gross negligence on the part of the Supplier, its legal representatives or its vicarious agents. The same shall mostly also apply to any further claims on the part of the Customer, in particular any claim to compensation for damages not caused to the delivery item. In regard to consequential damages, against which the Customer should be insured through being provided with a warranty in regard to particular properties, the Supplier shall be liable up to a maximum of 5% of the net order value. In all other respects, the assertion of consequential damages is excluded.



12.3. Spin window for machine tolls

The warranty for spin windows is 1 year after delivery date. Not included are wear parts. For the latest version please contact the respective producer.

13. Place of fulfilment, place of jurisdiction

The place of fulfilment and the place of jurisdiction shall be Salzburg, although, in the case of consumers, the provisions of Sec. 14 of the Austrian Consumer Protection Act (KSchG) shall not be affected thereby. The contractual relationship shall be governed by Austrian law, subject to exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

In the event of no enforcement treaty or convention existing between Austria and the place where the Customer has its registered office, any disputes arising from and in connection with the General Terms and Conditions of Business, including the matter of the contract validly materialising and its antecedent effects and ramifications, shall exclusively be decided by the arbitration tribunal of the Salzburg Bar Association, A-5020 Salzburg. The rules of arbitration of the Salzburg Bar Association, as amended, are to be applied. The place of arbitration shall be Salzburg, the language of arbitration German. Both the Supplier and the Customer hereby waive their right to contest the arbitration award or otherwise oppose its legal validity and enforcement, in so far as such a waiver is valid under cogent law.

14. Miscellaneous provisions

14.1. The Customer's rights arising from the agreement concluded are not transferable.

14.2. Should any of the above provisions be or become invalid, the remaining content of this agreement shall not be affected thereby. The invalid provision is to be replaced by a provision which, economically speaking, most closely resembles the meaning and purpose of the invalid provision in a legitimate way.

14.3. Any deviations from these General Terms and Conditions of Business must be agreed in writing. That also applies to the requirement for the written form itself.