

**General sales
and delivery
conditions**

**Insulating profiles
for windows, doors,
and facades.**

General sales and delivery conditions

§ 1 Our quotations are conditional. The contract is considered valid once we have issued an order confirmation. Special agreements or conditions on the part of the ordering party are only binding if they have been confirmed by us in writing.

§ 2 Delivery dates and lead times are only binding if they have been expressly confirmed as such in writing. For force majeure events, we are entitled to postpone delivery for the period of obstruction and an acceptable lead time to withdraw fully, or in part, from the contract. Force majeure includes strikes, lock-outs and/or unforeseen circumstances, e.g. business shutdowns, which make punctual delivery impossible despite acceptable efforts. This also applies if the abovementioned obstructions occur during a delay or with a subcontractor.

We are liable for delay damages and/or claims for damages due to non-fulfilment only in the event of gross negligence or intent. We are entitled to make partial deliveries.

§ 3 Even in the event of free-house delivery or the utilisation of our own transport media, the risk is transferred to the ordering party as soon as the deliveries leave our works. For delays caused by the ordering party, the risk is transferred upon notification of deliverability.

§ 4 Complaints are excluded if the goods have been altered and/or processed. Deviations from the ordered quantities of up to +/- 10% are permissible, for special productions up to +/- 20%. We are liable for the function and suitability of the delivered items, regardless of whether we have advised the ordering party or not, only if this has been expressly stated in writing. In the event of well-founded complaints – whereby the templates released and approved by the ordering party for the quality and the design – we have the option to subsequent rectification or free of charge replacement delivery. In the event of failure to provide subsequent rectification or replacement delivery, the ordering party is entitled to withdraw from the contract or reduce payment and to demand reimbursement of its auxiliary costs.

§ 5 Contractual claims or claims from positive receivables infringement resulting from negligence in contracting and from impermissible actions caused by faults or consequential damages or other damages are excluded both against us and against our agents and subcontractors, particularly damages within the area of performance, in so far as there is no intention and/or gross negligence. Within this context, we are only liable for the common and typically foreseeable damages. To the same extent, we are not liable for personnel faults within the context of manufacturer liability. The same applies to developmental damages, construction faults, manufacturing faults or faults in product monitoring. In so far as faults are due to faulty materials, we – at this point – transfer our liability vis-à-vis the ordering party to the material supplier; hence, eliminating any liability on our part. All claims expire by limitation 12 months following acceptance.

§ 6 For deliveries based on documentation (e.g. drawings, samples) of the ordering party, the ordering party shall exclusively ensure that these do not infringe on any third-party rights. In the event of infringement, we are entitled – without verification of the legal situation or status – to terminate the production and delivery and to demand compensation for any costs and expenses incurred.

§ 7 Until payment of all receivables (including remaining balances), which are owed to us now or in the future by the ordering party and its group companies for any legal reason, the following securities are provided to us and released on demand in so far as their values sustainably exceed more than 20% of the receivables: the goods remain our property. Processing or alterations will always be carried out for us as the manufacturer, however, without any obligation. In the event that our (co-) property expires through association, it is hereby already agreed that the (co-) property of the ordering party is transferred to us in settlement of any outstanding invoices. The ordering party is entitled to process and sell reserved goods that are our (co-) property within the context of normal business activities, as long as the ordering party is not in arrears. Pledges and/or ownership transfer by security are not permissible. The ordering party is already obliged to fully transfer to us any receivables resulting from the further sale of the reserved goods or other legal reasons as a form of security. We hereby empower the ordering party to collect on our behalf – but in the name of the ordering party – any receivables owed to us. The ordering party is obliged to disclose this assignment and to provide us with the necessary information and documentation. In the event of seizure of the reserved goods by third parties, the ordering party will immediately inform said third parties that the reserved goods are our property and inform us of this immediately. In the

event of contractual infringement by the ordering party, we are entitled to retrieve the reserved goods, the costs for which are borne by the ordering party or to demand inactivation of the seizure claims of third parties vis-à-vis the ordering party. The retrieval is carried out to the extent of our targeted profit, at no more than the agreed delivery prices. In so far as consumer credit legislation does not apply, retrieval or seizure does not represent a withdrawal from the contract.

§ 8 Our prices are valid ex-works excluding freight, duties and customs, auxiliary charges and VAT (sales tax). In the event that cost factor changes following signing of the contract, we are entitled to increase the costs in accordance with the amendment to the prices. Technoform transport frames and pallets remain the property of Technoform Bautek Kunststoffprodukte GmbH and are provided free of charge for the first three months following delivery.

§ 9 All payments are to be made to us exclusively in euros (€) within 10 days of invoice date with a 2% discount or within 30 days of invoice date without discount. The prerequisite for any discounts is that all early due and non-contentious invoices have been settled. No discounts are given for bill of exchange payments. 50% of the costs for customer-specific tools are due immediately upon receipt of order confirmation, the rest immediately upon submission of the templates; both payments net and without deductions. Our product managers have no power of attorney to sign contracts or collecting powers. We reserve the right to refuse cheques or bills of exchange. Payments are first reconciled with any outstanding interest and/or costs, then reconciled with the respective oldest receivables, even in the event that the ordering party should instruct otherwise.

§ 10 In the event that the ordering party is overdue with the payment of invoices or in the event that a due bill of exchange or cheque is not cashed, all due receivables from the ordering party will be due immediately.

§ 11 We are entitled to charge overdue fees equating to the respective Frankfurt (Main) valid gross interest rate for current receivables (including all interest and fees charged by the bank), but at least 2% above the base interest rate.

§ 12 The right to withhold payments that are not based on the same contract and the off-setting against a contentious and still legally undetermined counterclaim are not permissible.

§ 13 Exporting goods delivered by us is only permissible with our express authorisation.

§ 14 We remain the owner of all forms of tools that we have manufactured at the request of the ordering party. The ordering party has no rights to transfer of ownership, transfer or exploitation of said tools. They are auxiliary means for executing the order, and the costs for the manufacture, including any suitable changes, are borne by the ordering party. The tools will only be used for orders submitted by the ordering party, as long as the ordering party fulfils its payment and purchase commitments. Our duty to store the tools terminates if the ordering party does not place any further orders within two years following the last order.

§ 15 If product components are supplied by the ordering party, the ordering party is obliged to supply these in good time, in perfect condition and in sufficient quantities, in other words, at least 10% excess quantity. In the event of non-punctual and/or insufficient delivery as well as delivery of non-contractual parts, the ordering party is obliged to reimburse us for any additional costs incurred. We further retain the right to interrupt, and/or terminate, the production.

§ 16 In the event that certain clauses and/or conditions should be, or become, invalid, this will not affect the remaining clauses and/or conditions.

§ 17 Place of performance for all claims and disputes is Kassel. In so far as the ordering party is a registered trader, the legal venue is – at our discretion – either Kassel or the headquarters of the ordering party, also for certificates, bills of exchange and cheque processes.

§ 18 Exclusively the laws of the Federal Republic of Germany apply. The application of the uniform UN purchasing right (CISG Convention on Contracts for the International Sale of Goods) is expressly excluded, in so far as not legally valid.