



General terms of delivery, payment and installation
As of: June 2020

A. General terms and conditions of delivery and payment

I. General, scope of application:

1. Our general terms of delivery and payment (GTC) apply exclusively. This applies to all transactions to be concluded (e.g. material deliveries and services).
2. We do not recognise any terms and conditions of the client that are contrary to or deviate from our general terms and conditions unless we have expressly agreed to their validity in writing. Our general terms and conditions shall also apply even if we perform the deliveries/services without reservation in the knowledge that the client's terms and conditions conflict with or deviate from our general terms and conditions.
3. Our general terms and conditions shall only apply to customers within the meaning of § 310 para. 1 BGB (German Civil Code).
4. Our general terms and conditions shall also apply to all future transactions with the client.
5. Unless otherwise provided for in these GTC, the statutory provisions shall apply in addition.

II. Offers / offer documents

1. Our offers are subject to change without notice, unless otherwise stated in the order confirmation.
2. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. The client requires our express written consent before passing them on to third parties.

3. The content and scope of our services, as well as the conditions under which we render our services, are set out in our letter of offer. It is the sole and independent responsibility of the client to ensure that the assumptions made in our letter of offer are correct. The client must inform us immediately and before execution if any assumptions made in our letter of offer are not applicable. Insofar as our assumptions are not correct, we reserve the right to adjust our letter of offer accordingly - if necessary. This applies in particular with regard to the scope of services, prices, deadlines or other circumstances.

III. Prices / terms of payment

1. Unless otherwise stated in our order confirmation, our prices shall apply "ex works".
2. We reserve the right to change our prices accordingly if, after conclusion of the contract, cost reductions or cost increases occur, in particular due to changes in collective agreements or changes in the price of materials. We shall provide evidence of these to the client on request.
3. All applicable taxes, in particular the statutory value added tax, are not included in our prices. Value added tax is to be paid at the statutory rate applicable on the day of invoicing.
4. The deduction of a discount requires a special written agreement.
5. Unless otherwise stated in the order confirmation, the remuneration is due for payment net (without deduction) within 14 days of the invoice date.
6. The client is only entitled to offsetting rights if his counterclaims have been legally established, are undisputed or we have recognised them. Furthermore, he is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.
7. If we accept bills of exchange and cheques, this is only on account of performance. The client shall bear the costs associated with this. Furthermore, we do not assume any obligation to present or lodge a protest in due time.

IV. Delivery, delivery time

1. Agreed delivery and installation dates are only binding for us under the condition of complete clarification of all details of the order.

2. We make every effort to provide the deliveries and services within the time schedule specified in our offer. However, the delivery or completion dates stated are only estimates and are not contractually binding. Unless delivery and completion dates have been expressly agreed, the ordered deliveries and services must be provided within a reasonable period of time.
3. Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.
4. If the client is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. The rights from § 642 BGB remain unaffected.
5. Insofar as the prerequisites of no. 3 are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
6. We shall be liable in accordance with the statutory provisions insofar as the underlying purchase contract is a firm deal within the meaning of § 286 para. 2 no. 4 BGB or § 376 HGB. We shall also be liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the client is entitled to claim that his interest in the further performance of the contract has ceased.
7. We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible. Any fault on the part of our representatives or vicarious agents shall be attributed to us. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages is limited to the foreseeable, typically occurring damage.
8. We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation. However, even in this case, liability for damages shall be limited to the foreseeable, typically occurring damage.
9. Otherwise, in the event of a delay in delivery, we shall be liable for damages incurred by the customer up to a maximum of 15% of the order value.
10. Further legal claims and rights of the client remain reserved.

11. In the event that the client changes agreed delivery or completion dates, he shall bear all relevant costs and expenses incurred by us. Furthermore, any further claims resulting from this shall remain unaffected.

V. Transfer of risk / Packaging costs

1. Transfer of risk to the client occurs immediately after notification that the items to be delivered are ready for collection.
2. Transport packaging and all other packaging in accordance with the packaging regulations will not be taken back.

VI. Liability for defects / total liability / limitation period

1. We confirm that
 - a) we apply the necessary care in the provision of services on the basis of the recognised rules of technology;
 - b) we are not aware of any rights of third parties at the time of the submission of the offer which conflict with a delivery or provision of services by us.
2. In the event that the provision in point VI. above 1 b) is not complied with by us, we shall be entitled to take the following alternatives at our discretion and at our own expense, whereby these shall be the sole legal consequences of the aforementioned infringement:
 - a) the procurement of the rights of use with regard to the deliveries and services to be provided by us in favour of the client so that the client can continue the corresponding use; or
 - b) To make modifications, alterations or adaptations to our deliveries and services in such a way that an infringement of the rights of third parties no longer occurs, provided that a significant reduction in performance and function does not occur; or
 - c) to replace the agreed deliveries and services by others (replacement delivery/ replacement service), provided that this replacement does not mean a significant reduction in performance and function.

3. The client ensures that he is the owner of the rights of use of the deliveries and services to be provided by him and that their use for the agreed deliveries and services does not infringe any third-party property rights.
4. In the event that the client violates his obligation under the above VI clause 3, we shall have the right to refuse performance at our discretion and without prejudice to further rights. In turn, the client cannot derive any rights from this. Within a maximum period of 14 days the client is obliged to either
 - a) procure for us the relevant rights of use of the deliveries and services to be provided by him, or
 - b) to make modifications, alterations or adaptations to the goods and services to be provided by it so that an infringement of third party rights no longer occurs, but without any significant reduction in the performance and function of the goods and services to be provided by him; or
 - c) to replace the deliveries and services to be provided by him with others (replacement delivery / replacement service), provided that this replacement does not involve a significant reduction in the efficiency and function of the deliveries and services to be provided by him.

If delivery dates have been agreed, the customer shall be liable for the costs incurred by us due to the interruption of our deliveries and services. If the customer does not succeed in averting an infringement in accordance with VI no. 4 a, b or c, we shall be entitled to terminate the business relations with regard to the services to be rendered.

5. The client's rights in respect of defects presuppose that the customer has properly fulfilled his obligations to inspect and notify defects in accordance with § 377 HGB.
6. We guarantee that our deliveries and services comply with the requirements mentioned in the order confirmation solely with regard to the purpose of use stated therein. Furthermore, we do not guarantee that our deliveries and services are suitable for the purpose pursued by the customer. The client confirms that this is solely his responsibility. Unless otherwise stated in these general terms and conditions of delivery, payment and installation and to the extent permitted by the applicable statutory provisions, all rights in respect of defects are excluded in full.
7. We are not liable for deterioration or delays caused by the use of material still to be tested.

Furthermore, we shall not be liable for deterioration or delays due to defects caused by normal wear and tear, misuse or changes to our deliveries and services. The same shall apply insofar as any rectification of defects is not carried out by us.

8. Insofar as the purchased item is defective, we are entitled to choose between subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the event of rectification of the defect, we are obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, provided that these are not increased by the fact that the object of sale was taken to a place other than the place of performance.
9. If the supplementary performance fails, the client is entitled to demand rescission or reduction of the purchase price at his discretion.
10. We shall be liable in accordance with the statutory provisions if the client asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. As far as we are not accused of intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.
11. We shall be liable in accordance with the statutory provisions if we culpably violate an essential contractual obligation. However, even in this case the liability for damages shall be limited to the foreseeable, typically occurring damage. An essential contractual obligation exists if the breach of duty refers to an obligation on the fulfilment of which the client has relied and was entitled to rely on.
12. Liability for culpable injury to life, body or health remains unaffected. This also applies to mandatory liability under the Product Liability Act.
13. Unless otherwise regulated above, liability is excluded.
14. Any further liability for damages other than that provided for in clauses 1 to 13 shall be excluded, irrespective of the legal nature of the claim asserted. This applies in particular to claims for damages arising from fault in conclusion of a contract, other breaches of duty or tortious claims for compensation for property damage in accordance with § 823 BGB.
15. The limitation according to section 14. shall also apply if the client demands compensation for useless expenses instead of a claim for damages instead of performance.

16. Insofar as liability for damages against us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.
17. The period of limitation for claims for defects by the client which are not subject to § 438 para. 1 no. 2 BGB is one year from delivery of the goods.
18. The client does not receive guarantees in the legal sense from us.
19. Public statements, recommendations or advertising by the manufacturer do not constitute a contractual statement of quality.
20. Should a design fault for which we are responsible become known during the performance of the service or at a later date, we shall endeavour to rectify the problem at our expense.

VII. Reservation of ownership

1. We reserve title to the object of sale until receipt of all payments from the existing business relationship with the client. The reservation refers to the acknowledged balance. If the customer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the purchased item after setting a reasonable deadline. Our taking back of the object of sale shall constitute a withdrawal from the contract. After taking back the object of sale, we shall be entitled to sell it. The proceeds of sale shall be set off against the client's liabilities - less reasonable costs of sale.
2. The client is obliged to handle the purchased item with care. In particular, he is obliged to insure it sufficiently at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is required, the client must carry this out in good time at his own expense.
3. In the event of seizure or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with § 771 ZPO [Code of Civil Procedure]. Insofar as the third party is not in a position to reimburse us for the judicial and extra-judicial costs of a lawsuit in accordance with § 771 ZPO, the client shall be liable for the loss incurred by us.
4. The client shall be entitled to resell the object of sale in the ordinary course of business. However, he hereby assigns to us all claims in the

amount of the final invoice amount (including VAT) of our claim, which accrue to him from the resale against his customers or third parties, irrespective of whether the object of sale has been resold without or after processing. The client remains entitled to collect this receivable even following withdrawal from the contract. Our right to collect this receivable independently remains unaffected. However, we undertake not to collect the claim as long as the client meets his payment obligations from the proceeds received, is not in default of payment, and in particular no application for the opening of insolvency - or similar proceedings - has been filed or payments have been suspended. However, if this is the case, we can demand that the client informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

5. The processing or alteration of the purchased item by the client is always carried out for us. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the proportion of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing.

For the rest, the same shall apply to the object resulting from processing as to the object of sale delivered under reservation of title.

6. If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to the value of the object of sale (final invoice amount including VAT) to the other mixed objects at the time of mixing. If the mixing is carried out in such a way that the object of the client is to be regarded as the main object, it shall be deemed agreed that the client shall transfer proportional co-ownership to us. The client shall keep the sole ownership or co-ownership thus created in safekeeping for us.
7. The client also assigns to us the claims to secure our claims against him which arise against a third party through the connection of the object of sale with a property.
8. We undertake to release the securities to which we are entitled at the request of the client to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released is at our discretion.

VIII. Third-party rights

1. If we manufacture and deliver items and systems according to the client's specifications, drawings or models, the client shall be liable for ensuring that the property rights of third parties are not infringed. The client shall indemnify us against claims of third parties and shall compensate us for any damage that may have been caused.
2. If a third party invokes a property right belonging to him and prohibits us from manufacturing, we shall be entitled to stop work without examining the legal situation. We are obliged to inform the customer immediately.
3. The client is aware that we use or apply our own know-how in the provision of services. The client has no rights to this know-how nor does he acquire any rights to it. Furthermore, the client has or acquires no rights to improvements, further developments, modifications or alterations of the know-how, which are made by us or on our behalf upon fulfilment of the contract or in any other way. All claims or rights to this information, to its further development, modifications, improvements or deviations are our sole property. Should the client require this information for the use of the deliveries and services to be provided by us, he is granted a simple right of use of this information for internal use, i.e. only in the area of his own business operations.
4. All intellectual property rights as well as copyrights to all reproductions, drawings or other documents shall remain our property. Before passing on these documents to third parties, the customer must obtain our express written consent.

IX. Place of jurisdiction / applicable law

1. If the customer is a businessman, the place of jurisdiction is our place of business in Melle at our discretion. However, we are also entitled to bring an action against the client at his place of residence/business court.
2. The law of the Federal Republic of Germany shall apply, excluding §§ 27 ff. EGBGB [Introductory Act to the Civil Code]. The validity of the UN purchase law is excluded. In particular, the legal regulations of the BGB (German Civil Code) and the HGB (German Commercial Code) are applicable.

B Terms of installation

Insofar as we also or exclusively undertake assembly and similar services in addition to the delivery of the object of purchase, the following assembly conditions shall apply in conjunction with or in addition to the general terms of delivery and payment. The regulations in A I. apply accordingly:

I. Installation requirement

The client must ensure that the structural conditions for a flawless and smooth installation are also in place at the agreed installation start. Provided that the contractual services to be provided by the client have been fulfilled, we guarantee a speedy, continuous installation. Should waiting times or hindrances arise in this connection for which we are not responsible, we reserve the right to charge the resulting costs separately. Normal structural conditions are assumed for the installation, which allow unhindered execution without special additional work.

II. Delivery

1. If the delivery is not accepted by us or a subcontractor commissioned by us, the client must immediately check the goods for completeness and intactness.
2. Delivery must be possible with a 40-tonne lorry.

The delivered parts are to be stored free of charge protected from weather influences and damage by third parties, as well as protected against theft.

A storage area secured against theft and damage must be provided free of charge in close proximity to the installation position.

A suitable forklift must be available for unloading.

3. A suitable insertion opening shall be provided through which the structural elements can be inserted into the building in a horizontal position. For transport in the building, appropriate transport routes and transport tools, forklift trucks, lifts, etc. must be provided between the opening where it is brought in / storage location and the installation site.

The transport of the construction elements in the building at ground level must be possible with a radius of 50 m.

4. Installation work must always be scheduled at least 2 complete calendar weeks in advance. We will forward you a corresponding request form in this regard.

The release is only considered to have been issued if the form is completely filled out and received by us in time.

Installations take place in the time from Monday - Friday from 7:00 am to 5:00 pm. Services performed outside of this time will be invoiced with corresponding surcharges. The place of assembly must be freely accessible and the work must not be hindered by other trades or internal transport, even outside the working hours of the client.

Obstacles, such as pipes, ducts, air curtain systems or similar at the company where the installation is performed must be removed for the duration of the work.

Supply lines running under plaster in the installation area must be adequately marked by the client in advance. A cutting check must be present at the installation opening. Site power must be available at a maximum distance of 50 m from the installation location. The preparatory work required for the installation, such as masonry, plastering, caulking and flooring work, must be completed.

The floor must be walkable and have sufficient load-bearing capacity. The section of the building opening must be available according to our specifications. Should it be determined during installation that elements are to be installed in aerated concrete / Poroton or hollow block tiles, the additional time which this requires will be calculated separately. This does not apply if this has been agreed accordingly in advance.

Installation at ground level on a finished floor.

The installation occurred under plus temperatures. Any necessary thermal separation of the installation and assembly area must be carried out by the client. When mounting in external walls, appropriate access at ground level from the outside must be ensured. In the case of sliding doors, care must be taken to ensure that the space for the door in the door position is not blocked by shelves or other objects. For sliding doors with a floor guide (without threshold) the floor work must be completed before installation, otherwise costs for an additional installation trip will be incurred.

From a working height of 3 m upwards, assembly aids (scaffolding, lifting platform, forklift trucks, etc.) must be provided during the entire assembly period, even outside the client's normal working hours. Not included in the services are

- Power supply
- Ready to paint, spatulated frame grouting
- Final cleaning of doors and frames

The following services are not included in the installation services, but can be ordered optionally:

- the adjustment of the doors after cold driving
- subsequent adjustment and calibration of radar detectors
- Participation in an expert inspection
- Acceptance of the hold-open system for fire protection products
- Initial commissioning for electrically driven products

5. Hourly wage work

If assembly is not carried out on a flat-rate basis but on a time and material basis, the work shall be performed on an hourly basis plus any travel and freight costs, auxiliary equipment such as forklift trucks, platforms etc.

Waiting times will be invoiced according to time spent in addition to our respectively valid daily wage rates, provided that the delay is the responsibility of the client or third parties commissioned by him.

Instructions from the site management to perform additional work which is not part of our contractually agreed service will be carried out on an hourly rate basis in accordance with our respectively applicable daily rates.

6. Visual inspection / inspection

Immediately after completion of the installation work, a visual inspection must be carried out by the customer.

7. Disposal

Appropriate containers must be provided for the disposal of the packaging material.

8. General

The client shall inform the installation personnel about existing safety regulations, in particular with regard to safety clothing, smoking bans, welding or machining work, etc.

If the customer culpably fails to comply with this obligation even in the case of slight negligence and damages are incurred as a result, the customer shall indemnify us from the obligation to pay damages. If one of the aforementioned conditions is not fulfilled and work is interrupted for this reason, a daily wage lump sum will be credited.

III. Acceptance

1. The client is entitled and obliged to accept the installation work upon completion.
2. Acceptance shall be deemed to have been effected if the client does not accept the installation work within a reasonable period of time determined by us, although he is obliged to do so.
3. From the time of acceptance, there are no longer any warranty claims against us in respect of known defects, unless the client reserves his rights in respect of these defects upon acceptance.

IV. Limitation period

Claims for defects on the part of the customer arising from the installation shall become time-barred one year after acceptance. The limitation period of § 634 a para. 1 no. 2 BGB remains unaffected.

V. Construction services

Insofar as we provide construction services in accordance with the definition of § 1 VOB/A (German Construction Contract Procedures Part A), the provisions of VOB Parts B and C in the version applicable at the time of conclusion of the contract shall apply to these.

Melle, June 2020