

**Section 1 - General Information, Validity, Note on Applicability**

- (1) These General Terms and Conditions apply to business transactions with businesses, legal persons under public law or special funds under public law. They apply accordingly to business relations between companies of the AGC INTERPANE Group (hereinafter: AGC INTERPANE) and the contractual partner (hereinafter: 'Customer') to the exclusion of other terms and conditions.
- (2) Terms and conditions of the Customer or third parties shall not apply, even if AGC INTERPANE does not object to their applicability in individual cases. If AGC INTERPANE refers to a document containing or referring to terms and conditions of the Customer or a third party, this does not constitute acceptance of or agreement to the applicability of the corresponding terms and conditions.
- (3) All quotes submitted by AGC INTERPANE are subject to change and are non-binding, unless they are expressly marked as binding or specify a certain acceptance period. AGC INTERPANE may accept orders within (14) days of receipt. Orders shall only become binding for us once we have confirmed them in writing. The Customer is obliged to check our order confirmation without undue delay and, if no objections are made without undue delay, shall be deemed to have accepted it.
- (4) In addition to these T&C, the AGC INTERPANE Glazing Guidelines and Processing Guidelines, the AGC INTERPANE Tolerances Manual, the quotes, the notes in the AGC INTERPANE Manual 'Designing with Glass' and any other technical regulations, as amended, shall apply.
- (5) The Customer may not assign any claims arising from the contractual relationship without our written consent.

**Secton 2 - Technical Information Regarding Quality**

- (1) Information in catalogues, sales documents, sketches, drawings, price lists, on the internet etc. is only approximate, but given according to the best of our knowledge. Samples and specimens shall be regarded as average quality. The same applies with regard to measurements and their calculation, weights, usage values, tolerances, etc.
- (2) AGC INTERPANE shall retain the title or copyright to all quotes and cost estimates submitted and to any drawings, illustrations, calculations, brochures, catalogues, models etc. provided.
- (3) The Customer is assumed to have knowledge of the physical behaviour and properties of glass or multi-pane insulating glass (in what follows, this also applies to heat strengthened glass, single-pane safety glass and laminated safety glass) as well as the use of these products in accordance with the generally accepted rules of technology.
- (4) When placing an order, the Customer must take into account the technical information in accordance with the state of the art, legal and technical regulations, and any individual legal agreements.
- (5) The following guidelines apply to the assessment of the visual quality of glass in the construction sector:
  - Guideline for the assessment of the visual quality of glass for the construction industry
  - Guideline for the assessment of the visual quality of enamelled and screen-printed glazing
  - AGC INTERPANE Tolerances Manual, as amended

- (6) The Customer is aware that materials used in the production of glass contain intrinsic colours due to their raw materials, which become more pronounced with increasing thickness. Coated glass has an intrinsic colour which may appear different when looking through and/or at the glass. Colour variations are therefore possible due to the iron oxide content of the glass, the coating process, the coating itself, changes to the thickness of the glass and film, and changes to the pane construction, etc.
- (7) The glass thickness must be specified by the Customer. Glass thickness determined by AGC INTERPANE is based on applicable guidelines and standards and the Customer's specifications. The glass thickness determined is a recommendation and must be checked by the customer. This also applies to the selected loads such as wind, snow, etc., which form the basis of the calculation.

**Section 3 - Standards, Technical Terms and Conditions of Sale**

- (1) Our deliveries and services are performed in accordance with the EN/DIN standards applicable in each case, or other required and agreed standards, or on the basis of calculated and empirical values. Accordingly, the stated functional values such as sound insulation (Rw, C and Ctr values), thermal insulation (Ug value), solar energy transmittance (g value), etc., as determined by measurement and/or calculation, relate to the boundary conditions and specifications of the standard used in each case. Where boundary conditions including pane size, pane construction, temperatures, etc. differ from the above standard boundary conditions, the functional values determined according to the standard may vary.
- (2) The AGC INTERPANE processing guidelines for the relevant product apply.

**Section 4 - Information for Glazing Customers**

- (1) With regard to glazing, the applicable glazing guidelines issued by AGC INTERPANE, the 'Guideline for the glazing of ipasafe alarm' and the corresponding standards and guidelines, e.g. published by ift Rosenheim and the Glaserhandwerk (glazier guild) in Hadamar, must be adhered to. The design and the materials used must not impair the functioning of the glazing unit.
- (2) The materials used in glazing, such as glazing sealants and glazing blocks, must be compatible with the materials that come into contact with the glazing unit, such as insulating glass edge composite and intermediate layers of laminated glass, so as not to impair the service life and appearance of the glazing unit, etc.

**Section 5 - Terms of Payment**

- (1) By placing an order, the Customer confirms its ability to pay and creditworthiness.
- (2) If, after conclusion of the contract, we become aware of any circumstances that suggest that our claim to payment may be at risk due to the Customer's inability to pay, we shall be entitled to request that the Customer, at its discretion, either make advance payments or provide appropriate bank guarantees by a reasonable deadline. If the Customer refuses, we may withdraw from the contract, with any invoices for partial deliveries already made and/or completed but not yet delivered falling due immediately. Partial deliveries not yet delivered will be delivered after payment. Goods already purchased and ordered and parts

of goods already in the production process shall be charged to the Customer, unless their cost is already sufficiently covered by another provision on compensation, etc.

(3) Invoiced amounts are to be paid within 30 days after invoicing without deduction. AGC INTERPANE shall be entitled to demand payments on account for partial deliveries already made or supplies/deliveries held in stock. The settling of invoices by cheque or bill of exchange is only accepted on account of performance.

(4) For payment claims, we charge default interest of 9 percentage points above the applicable base rate in the event of late payment. We reserve the right to provide evidence of greater damage caused by the default and to claim damages accordingly.

(5) In the event of defects, the Customer shall have a right to withhold payment only in proportion to the defects and the anticipated costs of supplementary performance, including but not limited to their removal. The right to withhold payment must be based on a counterclaim arising from the same contractual relationship.

(6) The Customer may only offset against counterclaims that are undisputed or recognised by declaratory judgment. The Customer may not assert any rights to withhold payment arising from previous or other transactions in the current business relationship. Payment may only be withheld for defects or a violation of the generally accepted rules of technology on the basis of a written complaint being received by us and to the extent agreed with us.

(7) Any collateral agreed can be redeemed by us by guarantees from the net amount.

#### **Section 6 - Delivery**

(1) AGC INTERPANE shall be entitled to make partial deliveries and provide partial performance if the partial delivery/performance can be used by the Customer within the scope of the contractual purpose.

(2) Delivery dates and periods for goods and services stated by AGC INTERPANE are always approximate, unless a fixed deadline or a period is expressly promised or agreed.

(3) If AGC INTERPANE is in default with a delivery or service, or if a delivery or service becomes impossible, regardless of the grounds, AGC INTERPANE shall be liable for damages in accordance with Section 8 - General Limitation of Liability.

(4) The delivery period shall be extended – including within a period of default – if, after the conclusion of the contract, impediments occur that are outside our control. These include, for example, operational disruptions, strikes, lockouts, disruptions to traffic routes, technical difficulties inherent to the nature of the order and making its fulfilment impossible or unreasonable for us or our suppliers, fire damage, a lack of raw materials and electricity shortages. The above clauses apply accordingly if any of these circumstances affect our upstream suppliers. We shall promptly notify the customer of the beginning and end of such impediments. The Customer may request that we state whether we wish to cancel the order or deliver within a reasonable grace period. If we do not state our choice promptly, the Customer may cancel the order. No claims for damages can be made in these cases.

(5) Our deliveries take place ex works. Risk passes to the Customer upon handover of the goods to the carrier. This shall also apply to transport using our vehicles. Handover of the delivery/performance item shall be deemed to be when

loading begins. If the despatch or handover is delayed due to a circumstance for which the Customer is responsible, risk passes to the Customer from the day on which AGC INTERPANE is ready for despatch and has notified the Customer of this.

(6) AGC INTERPANE will insure transported goods against theft, breakage, damage in transit, fire and water damage or other insurable risks only at the Customer's express request and at the Customer's expense.

(7) As a rule, our products are delivered on our own transport racks (reusable and loaned racks). The Customer must document the whereabouts of the transport racks. Transport racks are made available to the customer on loan. If the racks are not returned, we will charge EUR 10 per rack and day that elapses up to the replacement value of the rack from the 21st day after delivery. In the event of the loss of or damage to the rack, we will charge the appropriate costs.

#### **Section 7 - Notice of Defects, Limitation Period for Defects**

(1) In the event of a material defect, we shall have the right, at our discretion and within a reasonable period of time, to remedy the defect or to deliver a defect-free product.

(2) Insignificant defects with regard to deviations from the agreed quality or insignificant impairments of usability do not constitute grounds for the Customer to claim subsequent performance.

(3) The Customer is required to check deliveries and performance without undue delay, Section 377 of the German Commercial Code [Handelsgesetzbuch – HGB]. AGC INTERPANE must be notified in writing of any obvious and/or detected defects without undue delay; in any case before processing or installation. This shall also apply to any defects detected on the construction site after the packaging has been removed. Production-related deviations in dimensions, contents, thickness, weight and shades of colour shall be permissible within the limits of the tolerances customary in the industry, unless another quality guarantee within the meaning of Section 443 of the German Civil Code [Bürgerliches Gesetzbuch – BGB] applies. We must be given at least 8 weeks to remedy the defect(s). A remedy shall be deemed to have failed only upon failure of the second attempt. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of repair or replacement, the Customer may withdraw from the contract or reduce the purchase price appropriately. If a defect can be attributed to fault on the part of AGC INTERPANE, the Customer may assert a claim for damages under the conditions specified in Section 8 - General Limitation of Liability.

(4) Any claims by the Customer for any necessary expenses incurred for remedial action, in particular transport, travel, labour and material costs, shall be excluded to the extent that the expenses increase because the goods have subsequently been moved to a place other than the Customer's premises, unless such removal corresponds to the intended use.

(5) The limitation period for claims for defects is one year from the transfer of risk. This shall not apply in the cases for which the law stipulates longer periods pursuant to Sections 438, Subsection 1, point 2 (buildings and objects used for buildings), 478, 479 (trader recourse) and 634a, Subsection 1, point 2 (construction defects) of the Civil Code, as well as in cases of injury to life, limb or health, in

the event of a wilful or grossly negligent breach of duty by AGC INTERPANE and in the event of fraudulent concealment of a defect.

(6) In the case of defects in components from other manufacturers which the seller cannot remedy for licensing or practical reasons, the seller shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against the seller for such defects under the other conditions and in accordance with these Terms and Conditions of Delivery shall arise only if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. While the dispute is still ongoing, the limitation period for the Customer's relevant warranty claims against the seller shall be suspended.

(7) No complaints can be made for special characteristics and physical properties of products, for example, interference phenomena in multiple-pane insulating glass, reflection distortions, double-pane effect due to barometric pressure conditions, condensation on the outer surfaces of multiple-pane insulating glass, wettability of insulating glass due to moisture-dependent anisotropy (erisation) on single-pane safety glass, rattling noises of glazing bars due to, e.g. shock, manually generated vibrations, etc.

(8) Single-pane safety glass may be susceptible to spontaneous breakage in individual cases. Therefore, a heat soak test is recommended to significantly reduce the residual risk of such spontaneous breakages. However, they cannot be completely ruled out. These products are excluded from warranty and liability for spontaneous breakages. The Customer may wish to consider using other types of glass.

#### **Section 8- General Limitation of Liability**

(1) The liability of AGC INTERPANE for damages, regardless of the legal basis, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in contractual negotiations and tort, insofar as fault is decisive in each case, is limited in accordance with this Section 8.

(2) AGC INTERPANE shall not be liable in the event of simple negligence on the part of its management bodies, legal representatives, employees or other vicarious agents, provided that this does not constitute a breach of essential contractual obligations. An obligation essential to the contract is an obligation whereby the fulfilment of which makes the proper execution of the contract possible in the first place or on the observance of which the Customer has relied and was entitled to rely.

(3) Insofar as AGC INTERPANE is liable for damages in accordance with Section 8 (2), this liability shall be limited to damages that AGC INTERPANE anticipated at the time the contract was concluded as a possible consequence of a breach of contract or that it should have anticipated had due care been taken. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

(4) The above exclusions and limitations of liability apply to the same extent in favour of the management bodies, legal representatives, employees and other vicarious agents of AGC INTERPANE.

(5) Insofar as AGC INTERPANE provides technical information or acts in an advisory capacity and such information or advice does not form part of the contractually agreed scope of services owed by it, this takes place free of charge and without the assumption of any liability.

(6) The limitations set out in this Section 8 shall not apply to AGC INTERPANE's liability for intentional misconduct, gross negligence, guaranteed quality/properties of goods, injury to life, limb or health or liability under the Product Liability Act.

#### **Section 9 - Quality and Durability Guarantee for AGC INTERPANE Insulating/Safety Glass**

(1) For the use of our insulating glass in buildings for a period of 5 years after delivery ex works, we assume a quality and durability guarantee vis-à-vis our immediate contractual partner, guaranteeing that under normal conditions the glass surfaces in the space between the insulating glass units will not mist.

(2) If the initial customer or a subsequent customer exports insulating glass units, our guarantee shall only apply if this has been expressly confirmed by us in writing.

(3) Our guarantee entitles us to remedy defects and obliges us to deliver a replacement if necessary.

(4) We must be notified in writing of any defects detected within the guarantee period without undue delay upon their detection/detectability.

#### **Section 10 - Retention of Title**

(1) The delivery item shall remain our property until all claims arising from the business relationship owed to us by the Customer (current and future claims) have been fulfilled, including any balance claims from a current account relationship limited by this supply relationship.

(2) The Customer shall be permitted to process or transform and sell the delivery item on our behalf. If the value of the delivery item belonging to us is less than the value of the goods not belonging to us and/or the processing, we shall acquire co-ownership of the new goods in proportion of the value (gross invoice value) of the processed delivery item to the value of the remaining processed goods and/or the processing at the time of processing. If we do not acquire ownership of the new goods, the parties agree that co-ownership of the new goods shall be granted in proportion of the value of the delivery item belonging to us to that of the remaining processed goods at the time of processing. The above clauses also apply in the case of the inseparable mixing or connection of the delivery item with the goods belonging to us.

(3) To the extent that we acquire ownership or co-ownership hereunder, the Customer shall keep the item for us with the due diligence of a prudent businessperson.

(4) If the Customer sells the delivery item or the new goods, the Customer shall assign to us, by way of security, any claims against its customer acquired from the resale with all ancillary rights, without further declarations being required. We hereby accept this assignment. This assignment shall include any balance claims, but only up to the amount corresponding to the price invoiced by us. The part of the claim assigned to us must be satisfied as a matter of priority.

- (5) If the Customer combines the delivery item and the new goods with land, building land, ships, etc., it shall also assign to us its claim for remuneration for the connection in the amount corresponding to the price of the delivery item invoiced by the Customer, without further special declarations being required.
- (6) The Customer shall be entitled to collect the claim assigned to us until we revoke this authority. Payments made in respect of assigned claims must be transferred to us by the Customer without undue delay up to the amount of the secured claim. We shall be entitled to revoke the customer's authority to collect, in particular in the event of a default of payment, a suspension of payments, an application for the opening of insolvency proceedings, bills of exchange being protested, or reasonable grounds for suspecting excessive debt or imminent insolvency. In this case, we may disclose the assignment by way of security without prior notice, enforce assigned claims and demand disclosure of the assignment by way of security by the Customer to its customers.
- (7) A pledge or transfer of title by way of security is prohibited where retention of title is in force. In the event of an attachment of property, confiscation or other dispositions or interventions by third parties, the Customer must notify us without undue delay.
- (8) The resale of the delivery item or the new goods shall only be permitted to resellers in the ordinary course of business and only under the condition that payment of the value of the delivery item is made to us. The Customer must agree with its customer that the customer in question will only become the owner once this payment has been made.
- (9) If the realisable value of all security rights to which we are entitled exceeds the amount of all secured claims by more than 10%, we shall, at the Customer's request, release a corresponding part of the security rights. To assert the above release, the estimated value of the securities to which we are entitled must be equal to or greater than 150% of the value of the secured claims.
- (10) In the event of a default of payment and other breaches of obligations, we shall be entitled to demand the return of the delivery item or the new goods and/or to withdraw from the contract following a possible notice period; the Customer shall be obliged to surrender the goods. Our demand for the surrender of the delivery item or the new goods shall not constitute a withdrawal from the contract on our part, unless we expressly declare this.

#### **Section 11 - Force Majeure Clause**

AGC INTERPANE shall not be liable for the impossibility of delivery or performance or for delays in delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of all kinds, difficulties in obtaining materials or energy, transport delays, strikes, legal lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure, incorrect or untimely delivery by suppliers despite a congruent cover transaction concluded by AGC INTERPANE), for which AGC INTERPANE is not responsible. If such events make delivery or performance significantly more difficult or impossible for AGC INTERPANE and the hindrance is not only temporary, AGC INTERPANE shall be entitled to withdraw from the contract. In the case of a temporary

hindrance of, the delivery or performance periods shall be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable lead time. If the Customer cannot be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by immediately submitting a written declaration to AGC INTERPANE.

#### **Section 12 - Place of Fulfilment, of Performance, of Jurisdiction; Applicable Law**

The place of fulfilment, of performance and of exclusive jurisdiction for delivery and payment (including actions concerning cheques and bills of exchange) and any resulting disputes shall be the place of AGC INTERPANE's registered office. However, we shall be entitled to sue the Customer at its own place of jurisdiction. The contractual relations are governed solely by the law applicable in the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

#### **Section 13 - Severability Clause**

Should individual provisions of the contract with the Customer, including these Terms and Conditions, be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision whose economic effect shall be as close as possible to that of the invalid provision.

#### **Section 14 - Data Protection**

AGC INTERPANE processes the Customer's data within the framework of the contractual relationship in accordance with the provisions of the General Data Protection Regulation and the Federal Data Protection Act.