

General Terms and Conditions of the Semco Group including FINIGLAS Veredelungs GmbH

1. General

1.1 The following general terms and conditions apply to all legal relationships between us as a contracting company of the Semco Group and our customers (hereinafter referred to as "customers").

1.2 Conflicting or deviating terms and conditions of the customer are not accepted, even if we carry out a contract without expressly contradicting such conditions.

2. Submission and conclusion of the contract

2.1 Our offers are not binding.

2.2 We are entitled to accept contractual offers from our customers within two weeks after receipt. We may declare acceptance in writing or by delivery of the goods or performance of the service.

2.3 The delivery is as stated in our order confirmation. We do not check or take into consideration any further use of the goods or services ordered, unless otherwise expressly agreed.

3. Purchase price, offset, retention, assignment

3.1 We are entitled to increase our prices to the extent to which delays to the agreed production and delivery schedules are caused by the customer. Prices will increase only to cover any increases in costs realized after the contract has been signed, particularly as a result of increases in wages or materials. Evidence of said price increases will be provided to the customer upon request.

3.2 Insofar as an agreement between the contracting parties regarding the remuneration is sufficient for the effective conclusion of the contract, the prices stated in our price list on the date of conclusion of the contract as well as the rebates agreed with the customer shall apply if the contractual parties are aware of the remuneration of the services to be provided by us, but did not agree on the amount of the price. All prices are ex works plus freight charges, statutory tolls, and energy costs as well as value-added tax at the statutory rate.

3.3 If, for the purpose of delivery, old glass is provided by the customer for disposal or placed in returnable glass stands for collection and disposal, we will charge the customary local and reasonable fees plus a 20% handling fee, unless otherwise agreed.

3.4 The balance due in our invoices is payable immediately. Payments must include the invoice number. Notwithstanding § 286 para. 3 sentence 1 of the German Civil Code (BGB), the customer is in default if payment is not received within 30 days after the invoice date. § 353 HGB shall remain unaffected.

3.5 We may demand reasonable down payments for goods or services to be provided. Partial deliveries are billed immediately; the invoices are due immediately or by the agreed deadlines.

3.6 The customer may only offset our claims with claims that are undisputed, legally binding, or ready to be decided as well as any claims related to the same contractual relationship.

The customer is not entitled to exercise a right of retention against our claims based on claims arising from other contracts with us.

3.7 The commercial right of retention pursuant to § 369 HGB does not apply to the customer. The customer cannot assign its claims against us to third parties, the regulations of § 354a HGB notwithstanding. Excluded from this prohibition is the assignment of warranty claims in the case of consumers.

3.8 If, after conclusion of the contract, we are aware of facts, in particular a delay in payment with respect to earlier deliveries, which, according to due commercial judgement, may lead to the purchase price being jeopardized by a lack of the customer's ability to make further payments, we are entitled to demand appropriate collateral, and to withdraw from the contract in the event such collateral is refused, in which case any outstanding invoices for partial deliveries shall become immediately due.

4. SEPA Direct Debit

The pre-notification deadline is one business day prior to the due date or before the date of the credit note at the due date.

5. Group Accounting Clause

We are entitled to offset Semco Group claims against all claims of the customer, regardless of the basis of the invoice, even if the claims have different due dates. The statutory prohibitions on offsets, in particular §§ 390 and 393 BGB remain unaffected. In addition to Semcoglas Holding GmbH, the Semco Group also includes all subsidiaries operating under the name "Semcoglas", "FINIGLAS", and "Semco" (see www.semcoqlas.com/nc/unternehmen/standorte.html).

6. Delivery, transfer of risk, packaging

6.1 If we have not expressly agreed to a binding delivery deadline, the delivery dates we provide are not binding. The delivery period commences upon receipt of all the customer's documents required for the execution of the order. In the event of a delay in delivery, customers may only withdraw from the contract after giving us a grace period of at least three weeks and this period has expired without delivery being made.

6.2 We deliver by providing the goods for collection at our headquarters; packaging, transport, insurance are not included. When picking up from the place of delivery, the customer or an authorized party is responsible for loading the vehicle and observing the legal regulations regarding the transport of dangerous goods.

6.3 If we have agreed to ship the goods in this particular case, we will always ship the goods at the customer's request at the customer's risk and expense per § 447 BGB. If no one is present for the delivery of the panes, the customer agrees that the panes may be placed in a suitable location on its premises.

6.4 Insofar as our employees assist outside of our contractual scope for loading and unloading activities, they act solely on behalf of the customer. Damage caused to the goods or any other damages is therefore at the customer's risk.

6.5 The packaging of our goods shall remain our property unless disposable. The customer is obliged to return it immediately. Transport and all other packaging shall not be taken back from business customers in accordance with the Packaging Ordinance. Business customers are obliged to dispose of this packaging at their own expense.

6.6 The delivery of goods is carried out regularly with reusable racks, for which our special conditions apply for the delivery of goods with reusable racks (see www.semcoqlas.com/fileadmin/downloads/semcoqlas/AGB/Sonderbedingungen_Mehrweg-Gestelle_201307_NEU_en.pdf). Returning the reusable racks late will result in usage charges.

7. Retention of title

If no agreement has been made with payment in advance, the following provisions apply to the retention of title:

7.1 The goods purchased will not be transferred to the customer until the customer has fulfilled all its liabilities arising from the business relationship with us. If the customer is a consumer, the property shall pass to it if it has fulfilled our claim from this transaction.

7.2 The retention of title shall continue to exist even where the seller's particular claims get summed up in an open account and the balance is struck and acknowledged.

7.3 The withdrawal of the reserved goods shall be subject to withdrawal from the contract only if we expressly declare this in writing. If we withdraw from the contract, we can demand reasonable remuneration for the duration of the transfer for the use of the goods.

7.4 The customer shall not be entitled to pledge, security surrender, or other burdens of the reserved goods.

7.5 In the event of non-compliance with the terms of payment, unauthorized injunctions, a substantial deterioration of the customer's assets, bill of exchange and check proceedings, and if insolvency proceedings are requested by the customer or by third parties against it, or processing - and to enter into business with the entrepreneur's customers for this purpose, to request appropriate information and to have necessary insight into its books.

7.6 If the customer is an entrepreneur, the following also applies:

As long as the customer duly fulfills our obligations to us against existing liabilities, it is authorized to resell the reserved goods in the normal course of business; however, this does not apply if and to the extent that the customer and its customers have agreed to a prohibition of assignment with regard to the purchase price claim. The customer already assigns to us the accounts receivable from the resale against a third party. We herewith accept this assignment. After the assignment, the customer shall be entitled to collect the receivable. We reserve the right to collect the receivable ourselves if the customer fails to meet its payment obligations and defaults on payment.

If we have a specific cause for concern that the customer is not fulfilling or will fulfill our obligations to us, the customer shall, at our request, communicate the assignment to its customers, to submit to any disposition concerning the claims, to provide us with all necessary information on the inventory of the goods owned by us and of the claims assigned to us, as well as hand over the documents for the assertion of the assigned claims. Third party access to the reserved goods and the assigned claims shall be communicated to us without delay.

In the case of resale, the customer is obliged to agree to a reservation of ownership with its customer without disclosing the reservation of ownership agreed with us.

The processing and preparation of the goods by the customer takes place in our name and on our behalf. Should any such processing be undertaken using or in combination with items not belonging to us, we shall in such case acquire co-ownership of the new item in proportion to the value of goods delivered by us to the other processed items. The same applies if the goods are mixed with other items which do not belong to us. If the customer sells goods on which we have only pro rata ownership, it cedes to us the claims against the third parties at the corresponding partial amount; we accept the assignment. If the customer uses the reserved goods within the scope of a work (or similar) contract, it shall assign the (work wage) claim to us in the amount of the value of the goods delivered by us; we accept the assignment.

8. Defects, warranty, guarantee, complaints

8.1. If the customer is an entrepreneur, we shall, for the deficiencies of the goods, initially provide for our own choice by way of rework or replacement delivery. If the customer is a consumer, the right to choose shall pass to us at the end of a reasonable period set by us for the consumer to explain the choice. We are entitled to refuse the choice of remedial action if it is only possible with disproportionate costs and if the other choice of remedial action is without significant disadvantages for the consumer. Within the scope of the supplementary

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performance, we are not obliged to bear the costs of the development of a defective item and the cost of installing a defect-free item. If the subsequent fulfilment fails, the customer may in principle demand at its discretion a reduction in payment (reduction) or cancellation of the contract (rescission). The right of the customer to demand damages or reimbursement in addition to the rescission in the statutory manner shall remain unaffected, except for the restrictions for damages claims of the customer according to no. 9.

8.2. With regard to the contractual characteristics of our goods from the flat glass sector, the "Guideline for product properties and technical notes" applies, which can be accessed at www.semco-glas.com/fileadmin/downloads/semco-glas/AGB/Leitfaden_Produkteigenschaften-ENG-interaktiv.pdf and is also available by post on request. The "Guideline for the Evaluation of the Visual Quality of Glass for Construction" (for flat glass) and the "Guideline for Thermally Bent Glass in Construction" (for curved glass), the "Guideline for the Evaluation of the Visual Quality of Enameled and Screen Printed Glass", the "Directive on the handling of multi-pane insulating glass" as well as the "Technical Guidelines of the glazier's work (BIV Hadamar)" are decisive in their respective control area for the determination of quality-related defects. Deviations from this shall be agreed separately between the customer and us before the acceptance of the contract.

8.3 The complaint foreseen in accordance with § 377 HGB may only be formulated in writing by the entrepreneur's customer. The period of notice is 3 days. For the purpose of proper inspection, our customer shall inspect packaged goods for defects and remove the packaging as part of this examination. The examination of the goods shall be carried out in any case before processing or before installation; recognizable open defects must be reported within the above period of notice and before processing or before installation. The other legal requirements of § 377 HGB remain unaffected.

Regardless of this, the following applies to the consumer: claims for warranty are excluded, if it does not complain of obvious defects within a period of 10 working days from receipt of the goods until the sending of the complaint in text form (§ 126 b BGB).

8.4 The delivery of a defect-free item for the purpose of the supplementary performance is only carried out on a case-by-case basis against delivery of the defective item. We shall be entitled to refuse the replacement delivery if the customer has already used the defective item in a sustainable manner. If the customer can nevertheless demand replacement delivery, we may assert the value for the use drawn by the customer and refuse the supplementary performance until payment of the respective amount.

8.5 If we provide services in the case of a defect search, inspection, or rectification, without being obliged to do so, and if the customer has wrongly reported defects, then the customer shall compensate us for the costs incurred thereby.

8.6 The limitation period for claims by the entrepreneur's customer from warranty is one year, in cases where the warranty is based on the sale of a product that has been used for a building according to its usual use and caused its defect, five years. The period of limitation shall always begin with the delivery of the goods sold. § 479 BGB remains unaffected.

8.7 The entrepreneur's customer cannot assign its deficiency claims and design rights against us to third parties.

9. Liability, limitation

In cases of contractual and external liability, we shall only be liable for damages or reimbursement of futile expenses according to the following rules:

9.1 We are liable for damages in full in the case of intent and gross negligence.

9.2 In the absence of a condition for which we have assumed a guarantee or which we have assured the customer, we are only liable in the amount of the foreseeable, typical damage which should be prevented by the guarantee or the assurance insofar as the absence of the guaranteed/insured condition is not based on intent or gross negligence.

9.3 In the case of slightly negligent breaches of duty, our liability is limited to the foreseeable, contract-typical, direct average damage that is foreseeable in the nature of the goods. This also applies to slightly negligent breaches of duty on the part of our legal representatives or agents. We shall not be liable to business customers for slightly negligent breach of obligations which do not jeopardize the contractual purpose. This also includes the fact that in the case of a slightly negligent breach of duty, we are not liable for the costs of developing a defective item and the installation of a defect-free item delivered as part of the supplementary performance. Any further claims against us or our agents, in particular also for damages or reimbursement of expenses, regardless of the legal basis, are excluded.

9.4 The limitation period for claims for damages by our customers is one year.

9.5 The above limitations of liability in clauses 9.2 to 9.4 do not apply to claims of the customer from the Product Liability Act and to our own personal and health damage or loss of the customer's life and in the case of liability according to section 9.6. Other statutory claims for damages shall remain unaffected.

9.7 If our performance is not due to reasons for which the customer is responsible, the customer shall pay damages of 10% of the agreed price. The customer is obliged to prove that we have suffered no or only a minor loss. If a higher damage

has occurred to us, we are not bound to the loss compensation.

10. Participation in product liability cases

The customer undertakes to assist in the case of product liability cases in the notification of the end customer as well as the processing (e.g. transmission of the end customer data, notification of the product liability case against the end customer, request of the end customer to return the affected articles, transportation of the affected articles to us etc.) and, if necessary, the necessary measures for the elimination of the risk may also be carried out at their location after appropriate guidance and positioning of the necessary material (e.g. examination of affected parts for damage, disassembly, and removal of affected product parts, etc.).

11. Privacy policy

11.1 Both contracting parties observe the rules of data protection. We handle business relations through data processing plants. The name, address and bank connection of the customer as well as data from the contract execution are therefore recorded and stored in a file. The customer is hereby informed of this storage.

11.2 For the purposes of credit checks and creditworthiness checks, data is exchanged with credit service providers. The customer is hereby informed that agreed and not respected payment targets will result in a transfer of the data to our commercial credit insurer and to credit agencies cooperating with us. Data transmission is carried out according to the provisions of § 28 a BDSG. Upon request, the customer receives the addresses of the credit service providers/credit bureaus to which we have transmitted data.

12. Dispute resolution, place of performance, jurisdiction, choice of law, severity clause

12.1 In the case of disputes in consumer transactions, we are neither prepared nor obliged to participate in a dispute settlement procedure before a consumer-enforcement agency. The ordinary court of law applies.

12.2 If our customer is a merchant, a legal person of public law, or a public special fund, the place of performance of the services to be provided by us and our customers as well as the court of jurisdiction for all disputes is our domicile.

12.3 German law applies to the exclusion of the UN Sales Convention.

12.4 Should individual clauses of these General Terms and Conditions be invalid or incomplete, the validity of the remaining clauses or the remaining parts of such clauses shall not be affected.