

## Special conditions for goods delivery with reusable frames from the Semcoglas Group including Finiglas Veredelungs GmbH and Semco Glasdesign GmbH & Co. KG

### 1. Returning the reusable frames

(1) These conditions have priority over the conditions in our general business terms and conditions if we deliver goods to customers on reusable frames. The customer must make the reusable frames available to us immediately and undamaged according to these conditions.

(2) The vendor can deliver the goods on commercial reusable frames (hereinafter referred to as "reusable frames") to the purchaser. The reusable frames remain the property of the vendor and must be returned immediately and undamaged.

(3) Administration of the reusable frames is the sole responsibility of Gestellpool Europe GmbH & Co. KG, Vahrenwalderstr. 269a, 30179 Hannover (District court of Hannover HRA 201200).

### 2. Release notification

(1) The customer is obliged to immediately unload the reusable frames. The customer must immediately inform the company named in Point 1, Paragraph 3, when the reusable frames have been unloaded and are ready for collection (release notification).

(2) Release notification is possible via the web interface of Gestellpool Europe GmbH & Co. KG under [www.gestellpool.com](http://www.gestellpool.com), via telephone under the number +49/511/65511444, via fax under +49/511/65511499 or via e-mail under [freimelden@gestellpool.com](mailto:freimelden@gestellpool.com).

(3) The customer is obliged to protect the reusable frames against damage and theft until they are collected. This obligation no longer applies if the reusable frames have not been collected within 21 days following release notification in compliance with Point 2, Paragraphs 2 and 3, even though the reusable frames are actually released and available for collection.

### 3. Default

(1) The customer will be in default of his obligation to return, without previous notification, if he does not return the loaned reusable frames within 56 calendar days of receipt or has not issued a release notification within 56 calendar days or receipt.

(2) If the customer has exceptionally received the goods from the vendor before the agreed delivery date, the deadline will only be calculated from the day of the agreed delivery date in the sense of Paragraph 1.

(3) The default is terminated upon release notification if the reusable frames are actually free and can be collected at the time of the release notification.

### 4. Collection

The vendor will either collect the frames themselves or use an authorized third-party to do so.

### 5. Charges

(1) If the customer is a company, a legal entity under public law or a special fund under public law, the following charges will apply. These conditions do not apply to other customers. The charges listed under Point 5, Paragraph 2, will be made for deliveries as of 01.05.2012.

(2) If the customer is in default regarding the return of the reusable frame(s) in the sense of Point 1 and Point 3, charges will be incurred (Section 339 ff. BGB). The customer in default must pay a charge of 15.00 EUR per each started calendar week. The total charges can be found in Point 6.

(3) If the customer loses a reusable frame, he will incur a charge due to non-fulfilment (Sections 339, 340 BGB) amounting to the maximum amount shown in Point 6, unless the customer no longer had the obligation to safeguard the reusable frames against loss as per Point 2 Paragraph 3. This does not prejudice the right to claim damages exceeding the charges (Section 340 Paragraph 2 Sentence 2 BGB).

(4) If a customer damages a reusable frame, he will incur a compensation charge (Sections 339, 341 BGB) amounting to 50.00 EUR. Total damage to a reusable frame will be invoiced at the maximum charge for that frame, see Point 6. Total damage applies - regarding the glass to be transported - when there is an acute risk that this glass cannot be transported without defects occurring due to the damage of the glass transport frame.

(5) If release notification is issued at a location different to the original delivery located, the company named under Point 1, Paragraph 3, has the right to invoice for logistic costs.

(6) The vendor hereby notifies the customer that it has transferred all claims regarding the above-mentioned conditions to Gestellpool Europe GmbH & Co. KG, Vahrenwalderstr. 269a, 30179 Hannover, Germany.

(7) If a frame was incorrectly registered as ready for collection (not safe for transport, not accessible or not at the specified address), the rental period will continue following the delivery date. The supplier also has the right to invoice for logistic costs.

### 6. Prices

The maximum charges per frame can be found below:

- Frame "A-small", "L-small", "Trolley" and "Misc. frames" = 250.00 EUR
- Frame "A-medium" and "L-medium" = 350.00 EUR
- Frame "A-large" and "L-large" = 450.00 EUR
- Frame "A-extra-large" and "L-extra-large" = 550.00 EUR

### 7. Collection of charges

Gestellpool Europe GmbH & Co. KG, not the vendor, is the proprietor of the claims arising through charges in the sense of Point 5. Charges will be collected exclusively by Gestellpool Europe GmbH & Co. KG. The vendor has no influence on this.

### 8. Written form

This contract sets out all agreements in full, Additional agreements have not been made. Alterations and amendments to this contract must be made in writing to be effective. Any changes to the requirement for written form also have to be made in writing.

### 9. Severability clause

Should individual clauses of these general terms and conditions be invalid, either in part or in full, the validity of the other clauses or the other parts of such clauses shall remain unaffected.

### 10. Privacy policy

The vendor will pass on the names and addresses of customers to Gestellpool Europe GmbH & Co. KG. Gestellpool Europe GmbH & Co. KG has the right to store and process this data. The data may only be obtained, stored, processed and passed on for the implementation of this contract, for the purposes of frame administration and with regard to penalties. Any other use of the data, particularly for advertising purposes, is not permitted.

Please note that data transmission on the Internet (e.g. during e-mail communication) may evidence security gaps. Complete protection of data against attacks by third parties is not possible.