

General terms and conditions for use in business dealings with Company WFS Decor Glas GmbH / 2011

I. Scope

1. The following conditions of sale apply to all contracts concluded between the buyer / customer (hereinafter: buyer) and us for the sale of goods, deliveries and services. They also apply to all future business relationships, even if they are not expressly agreed again. Deviating conditions of the buyer, which we do not expressly recognize, are not binding for us, even if we do not expressly contradict them. The following conditions of sale also apply if we unconditionally execute the buyer's order with knowledge of conflicting or deviating conditions of the buyer.

2. All agreements made between the buyer and us for the execution of the sales contracts are set out in writing in the contracts.

II. Offer and conclusion of contract

1. We can accept an order from the buyer that qualifies as an offer to conclude a purchase contract within two weeks by sending an order confirmation or invoice or by executing the order within the same period.

2. Our offers are subject to change and non-binding, unless we have expressly designated them as binding. Although we always exercise the necessary care with regard to the publication and formulation of our offers and prices, the buyer can never derive a justified trust in the accuracy of the information from this, unless otherwise expressly agreed in writing.

3. The general terms and conditions for construction work have priority

Construction services, DIN 1961, VOB / B, in the current version and otherwise these terms and conditions.

III. Prices, terms of payment

1. Our prices are pick-up prices, unless otherwise specified in the order confirmation. The collection must take place at the expense and at the instigation of the buyer at our company location. Statutory value added tax is not included in our prices. We will show this separately in the invoice at the statutory rate on the day of invoicing.

2. Unless otherwise agreed, payment of the invoice amount is to be effected at the latest when the goods are picked up (step by step).

3. A discount deduction is only permitted in the case of a special written agreement between us and the buyer. The purchase price is due for payment net (without deduction) immediately upon receipt of the invoice by the buyer, unless the order confirmation indicates a different payment term. A payment is only considered to have been made when we can dispose of the amount. In the case of payments by check, payment is only deemed to have been made when the check is cashed.

4. If the buyer defaults on a payment, the statutory regulations apply.

5. The buyer is only entitled to offset, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established, recognized by us or are undisputed. The buyer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

IV. Collection / delivery and service time

1. Collection or delivery dates or deadlines that have not been expressly agreed as binding are exclusively non-binding information. The pick-up time specified by us does not begin until the technical questions have been clarified. Likewise, the buyer must properly and timely fulfill all obligations incumbent on him.

2. If the underlying purchase contract is a firm deal within the meaning of Section 286 (2) No. 4 BGB or Section 376 HGB, we are liable in accordance with the statutory provisions. The same applies if the buyer is entitled, as a result of a delay in delivery for which we are responsible, to assert that his interest in the further performance of the contract no longer applies. In this case, our liability is limited to the foreseeable, typically occurring damage if the delay in delivery is not due to a

intentional violation of the contract for which we are responsible, whereby we are responsible for the negligence of our representatives or vicarious agents. We are also liable to the buyer in the event of a delay in delivery in accordance with the statutory provisions if this is based on an intentional or grossly negligent breach of the contract for which we are responsible, whereby the fault of our representatives or

vicarious agents is attributable to us. Our liability is limited to the foreseeable, typically occurring damage if the delay in delivery is not based on an intentional breach of the contract for which we are responsible.

3. In the event that a delay in delivery for which we are responsible is based on the culpable breach of an essential contractual obligation, whereby the fault of our representatives or vicarious agents is attributable to us, we are liable according to the statutory provisions with the stipulation that in this case the liability for damages the foreseeable, typically occurring damage is limited.

4. Otherwise, in the event of a delay in delivery for which we are responsible, the buyer can claim a flat-rate compensation in the amount of Claim 2% of the delivery value, but not more than 10% of the delivery value.

5. Any further liability for a delay in delivery for which we are responsible is excluded. The other legal claims and rights of the buyer to which he is entitled in addition to the claim for damages due to a delay in delivery for which we are responsible remain unaffected.

6. We have delays in delivery and performance due to force majeure and due to events that not only temporarily make delivery significantly more difficult or impossible - these include strikes, lockouts, official orders, etc. even if they occur at our suppliers also not responsible for bindingly agreed delivery periods and dates. You entitle us to postpone the delivery for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part that has not yet been fulfilled. If the hindrance lasts longer than four weeks, the buyer is entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part that has not yet been fulfilled. If the delivery time is extended or if we are released, the buyer cannot derive any claims for damages from this. We can only refer to the circumstances mentioned if they are communicated to the buyer immediately.

7. We are entitled to partial deliveries and partial services at any time, provided this is reasonable for the customer.

8. If the buyer is in default of acceptance, we are entitled to demand compensation for the damage incurred and any additional expenses. The same applies if the buyer culpably breaches his duty to cooperate. With the occurrence of default of acceptance or default of the debtor, the risk of accidental deterioration and accidental loss is transferred to the buyer.

9. If the contract is terminated for whatever reason, without our being responsible for it, we have the right to demand flat-rate remuneration or flat-rate damages in the amount of 15% of the scope of delivery agreed at the time of the cancellation, provided that neither the buyer nor we can provide other evidence in individual cases. The same applies to a withdrawal from the contract that we have justified and which is due to the fault of the buyer.

V. Transfer of Risk

1. The goods are picked up and dispatched from us at the buyer's expense and risk.

2. If the collection of the goods is delayed at the request or through the fault of the buyer, we will store the goods at the buyer's expense and risk. With the request to collect the goods, the buyer is set a collection period, unless a fixed date has already been contractually agreed. If the pick-up is delayed due to a circumstance which is not in our danger area, the buyer will be in default of acceptance.

VI. Warranty / liability

1. Claims for defects on the part of the buyer only exist if the buyer has duly complied with his inspection and complaint obligations under Section 377 of the German Commercial Code (HGB). Because of the special properties of our goods, especially of glass, reference is made to the guideline for assessing the visual quality of glass for the building industry, drawn up by the technical advisory board at the Institute of Glaziers for Glazing Technology and Window Construction, Hadamar and by the technical committee of the Federal Flat Glass Association, Troisdorf, as of May 2009.

2. Deviations in dimensions, contents, thicknesses and weights and color tones caused by manufacture are permitted within the scope of the tolerances customary in the industry. The customary dimensional tolerances also apply to cutting.

3. With insulating glass, so-called interferences, i. H. Appearances in the form of spectral colors occur. They are caused by particularly flat glass surfaces and do not represent any defects.

4. At the time of insulating glass production, there is a balance between the pressure in the glazing unit and the external barometric pressure. This equilibrium can be disturbed by changes in temperature or changes in the external barometric pressure. The result can be concave or convex deflections of the individual panes. As a result, the mirror images are distorted in the external view. This physical

appearance is a specific property of hermetically sealed glazing units and has absolutely nothing to do with the quality of the glass. It can therefore in no way be the subject of a complaint.

5. The production of toughened safety glass is carried out using a toughening process. The tension zones show up in polarized light. That natural daylight has more or less polarized components depending on the weather and time of day, colored rings or the like can become visible; they do not constitute grounds for complaint.

6. If ESG is used, spontaneous breakage may occur due to nickel sulphide inclusions. Using a heat-soak test, we can ensure that this is ruled out except for a technically unavoidable risk. A heat soak test incurs additional costs, which we will be happy to offer you on request.

7. Before placing an order, the customer of our products is responsible for ensuring that the glass thickness is correct and that it is eligible for submission, as we know neither the purpose nor the place of use.

8. In the case of justified complaints, we are obliged to perform supplementary performance, excluding the buyer's rights to withdraw from the contract or to reduce the purchase price (reduction), unless we are entitled to refuse supplementary performance due to the statutory provisions. The buyer has to grant us a reasonable period for subsequent performance. The supplementary performance can be carried out at our discretion by removing the defect (repair) or by delivering new goods. In the event of the removal of defects, we shall bear the necessary expenses, insofar as these do not increase because the subject of the contract is at a location other than the place of performance. If the subsequent performance has failed, the buyer can, at his option, request a reduction in the purchase price (reduction) or withdraw from the contract. The rework is deemed to have failed after the second unsuccessful attempt, unless further attempts at rework are appropriate and reasonable for the buyer on the basis of the subject of the contract. The buyer can only assert claims for damages under the following conditions due to the defect if the subsequent performance has failed. The right of the buyer to assert further claims for damages under the following conditions remains unaffected.

9. The buyer's warranty claims expire one year after the buyer has picked up the goods, unless we have fraudulently concealed the defect; in this case the legal regulations apply. This does not affect our obligations under Section VI Clause 4 and Section VI Clause 5.

10. In accordance with the statutory provisions, we are obliged to take back the new goods or to reduce the purchase price, even without setting the otherwise required deadline, if the purchaser's purchaser is the consumer of the new, movable item sold (purchase of consumer goods) due to the defect of these goods could demand the return of the goods or the reduction (reduction) of the purchase price from the buyer or the buyer is asserted a right of recourse resulting therefrom. We are also obliged to reimburse the purchaser's expenses, in particular transport, travel, labor and material costs, which he had to bear in relation to the end consumer as part of the subsequent performance due to a defect in the goods when the risk passed from us to the purchaser. The claim is excluded if the buyer has not properly fulfilled his inspection and complaint obligations according to § 377 HGB.

11. The obligation according to Section VI Clause 4 is excluded if the defect is due to advertising statements or other contractual agreements that do not originate from us, or if the buyer has given the end user a special guarantee. The obligation is also excluded if the buyer does not himself due to the legal regulations for exercising warranty rights towards the end user was obliged or did not make this complaint against a claim made against him. This also applies if the buyer has given the end user guarantees that go beyond what is legally required.

12. Irrespective of the following limitations of liability according to the statutory provisions, we are liable for damage to life, body and health that are based on a negligent or willful breach of duty by us, our legal representatives or our vicarious agents, as well as for damage resulting from liability according to Product Liability Act are included. For damages that are not covered by sentence 1 and that are due to willful or grossly negligent

We are liable according to the statutory provisions, as well as fraudulent intent on the part of us, our legal representatives or our vicarious agents. In this case, however, the liability for damages is limited to the foreseeable, typically occurring damage, unless we, our legal representatives or our vicarious agents have acted willfully. To the extent that we have given a quality and / or durability guarantee for the goods or parts thereof, we are also liable under this guarantee. For damage that is based on the lack of the guaranteed quality or durability, but does not occur directly on the goods, we are only liable if the risk of such damage is clearly covered by the quality and durability guarantee is.

13. We are also liable for damages that we cause through simple negligent breach of contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and compliance with which the buyer regularly trusts and may trust. However, we are only liable insofar as the damage is typically associated with the contract and is foreseeable.

14. Any further liability is excluded regardless of the legal nature of the asserted claim; this also applies in particular to tortious claims or claims for reimbursement of wasted expenses instead of performance; This does not affect our liability in accordance with Section IV No. 2 to Section IV No. 5 of this contract. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, employees, representatives and vicarious agents.

15. Claims for damages by the buyer due to a defect expire one year after delivery of the goods. This does not apply in the case of injuries to life, limb or health caused by us, our legal representatives or our vicarious agents, or if we, our legal representatives have acted willfully or with gross negligence, or if our simple vicarious agents acted willfully.

VII. Retention of title / withdrawal

1. The goods (goods subject to retention of title) remain our property until all claims, including all current account balance claims to which we are entitled against the buyer now or in the future, have been met. In the event that the buyer acts in breach of contract, e.g. default in payment, we have the right to withdraw from the contract after setting a reasonable deadline. In this case, the legal consequence of Section IV No. 8 applies.

2. The buyer must treat the goods with care and insure them adequately at replacement value at his own expense against fire, water and theft damage. Maintenance and inspection work that becomes necessary must be carried out in good time by the buyer at his own expense.

3. The buyer is entitled to properly sell and / or use the reserved goods in business transactions as long as he is not in default of payment. Pledges or collateral assignments are inadmissible. The purchaser hereby assigns to us in full the claims arising from the resale or any other legal reason (insurance, tort) with regard to the goods subject to retention of title (including all balance claims from current account) as a security measure; We accept the assignment. We revocably authorize the buyer to collect the claims assigned to us for his account in his own name. The direct debit authorization can be revoked at any time if the buyer does not properly meet his payment obligations. The buyer is also not authorized to assign this claim for the purpose of debt collection by way of factoring, unless the factor is also obliged to effect the consideration in the amount of the claims directly to us as long as there are still claims from us exist against the buyer.

4. If third parties access the reserved goods, in particular seizures, the buyer will point out our ownership and notify us immediately so that we can enforce our property rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable for them.

5. We are obliged to release the securities to which we are entitled insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%; it is up to us to select the securities to be released.

VIII. Further provisions

1. The customer's requests for subsequent changes or cancellation of the order can be taken into account as an exception and only as long as processing, cutting or production has not yet started. However, change costs can arise here.

2. The price lists or special agreements are decisive for the packaging and its calculation. One-way packaging becomes the property of the customer and is not taken back. Reusable packaging will be charged for non-return. In particular, the special conditions of Decor-Glas insulating glass for reusable racks apply.

3. Additional conditions, also of a technical nature, result from the price lists, in particular regarding dimensions and their calculation, glass thickness, price determination, box or package contents, packaging, freight costs, deposit, etc. m. Insofar as nothing is contained therein and no special agreements have been made, the customary commercial practices apply.

IX. Place of performance, place of jurisdiction, applicable law

1. The place of fulfillment and jurisdiction for deliveries and payments (including actions for checks and bills of exchange) as well as all disputes arising between us and the buyer from the purchase contracts

concluded between us and him is our company headquarters. However, we are entitled to sue the buyer at his place of residence and / or place of business.

2. The relationships between the contracting parties are governed exclusively by the law applicable in the Federal Republic of Germany. The application of the UN sales law is excluded.