

GENERAL TERMS OF SALE AND DELIVERY OF THE GLAS TRÖSCH GROUP SWITZERLAND

This English version of our General Terms and Conditions has been prepared from the original German text for information purposes only and does not create any legal obligation. Only the original German text is legally binding and can be downloaded here: <http://aqb.glastroesch.com>

Scope

These conditions are attached to our offers and can be viewed at any time on our website www.glastroesch.ch. They form an integral part of our contract with the customer, regardless of the form in which the contract is concluded (in writing, online, by telephone, verbally or by implied conduct). The terms and conditions apply to all contracts, supplies and other services (including consultancy services), even if they are no longer explicitly mentioned in further business relationships. The general terms and conditions of the customer do not apply. Such conditions are only binding if they have been expressly recognised by us in writing.

In addition to these General Terms and Conditions of Sale and Delivery, the following technical standards and guidelines apply: Standards SN EN, SIGAB glass standards and guidelines, tolerance manual [Toleranzhandbuch] Glas Trösch 2011 at www.glastroesch.ch.

Offer

Our offers are non-binding unless otherwise expressly confirmed in writing. Orders only become binding with our written order confirmation. The content of the order confirmation is decisive.

In the event of changes and cancellations of orders, the costs incurred up to that point (but at least CHF 50.00) will be charged to the customer.

Prices

The prices listed in the order confirmation plus statutory VAT apply.

Additional expenses for unforeseen work will be charged additionally.

The prices are packaged, plus any surcharges such as LSWA [heavy vehicle charges], energy cost surcharges etc. as well as VAT, in each case without unloading, as follows:
- carriage paid to the customer's main warehouse for delivery by truck
- carriage paid to construction site for delivery and assembly by us

For orders with a value of less than CHF 100, the prices are ex works, excluding shipping costs.

Delivery time

The dates indicated in our order confirmations are indicative and non-binding. If an indicative date is significantly exceeded, the customer is entitled to withdraw from the contract after a reasonable period of grace. Other claims due to delay in delivery are excluded.

If delivery on call is agreed, the customer shall be obligated to call off the delivery at the latest 10 working days after notification of readiness for call-off. Failure to do so in a timely or incomplete manner will result in us being entitled to store the goods at the customer's expense and risk. If the call-off is not made within a reasonable period of grace set by us, the goods shall be deemed to have been called off and delivered and the customer shall be obligated to make payment.

Transfer of benefit and risk

Benefits and risks — especially the risk of glass breaking — pass to the customer (i) upon collection by the customer, upon notification that the goods have been made available, (ii) upon delivery by us, prior to unloading and (iii) upon delivery and glass installation by us, upon successful installation of the goods.

Packaging

We determine the type of packaging. As a rule, delivery is made openly on glass transport equipment, that remains our property and must be returned to us within one month of delivery. Any extra costs incurred in the event of non-compliance with this deadline will be charged to the customer. If the customer wishes to have a different type of packaging, they shall bear the associated additional costs and assume liability for damage during transport and storage.

Unloading

The customer must provide a sufficient level surface with solid ground at the place of unloading for the storage of the glass transport racks. The necessary auxiliary personnel and equipment such as crane, construction lift, platforms, etc. must be provided according to our specifications at the expense of the customer. The glass transport equipment must be unloaded without undue delay and made available for collection. Damaged or non-returned glass transport equipment will be charged. A fee will be charged for any waste glass disposal.

Payment terms

Unless otherwise agreed in writing, our invoices are due and payable net within 30 days. After expiry of the 30-day payment period, any outstanding amounts will be charged with the statutory default interest of 5%. Reminder fees of CHF 30 are charged for each reminder. Complaints have no influence on the due date of our invoices. Offsetting against counterclaims is not permitted. We are entitled to offset incoming payments first against older claims that are due, including interest on arrears and costs, and only then against the main claim.

Advance payments

We are entitled to request the following advance payments:
- for glass delivery, 1/3 on placing the order and 2/3 on delivery.
- for glass delivery and installation, one third when the order is placed, one third when the glass is delivered and one third after completion of the glass installation.
The payment deadlines apply to each advance payment step individually.
If the customer defaults on payments, we shall be entitled to claim the entire remaining debt. In this case, we are also entitled to require advance payment or security.

Guarantee

We guarantee that the delivered goods do not have any defects, in particular defects within the meaning of the glass standards published by the Swiss Institute for Glass in Building (SIGAB). Deviations in masses, contents, thicknesses, weights and colour shades within the scope of tolerances customary in the industry and customary dimensional tolerances in cutting do not justify any warranty claims on the part of the customer. We do not accept any liability for damage resulting from unsuitable or improper use, incorrect assembly, commissioning, modifications or repairs, incorrect handling or ordinary wear and tear or from non-compliance with the applicable standards, in particular the glass standards published by the Swiss Institute for Glass in Building (SIGAB).

The customer is obligated to inspect and accept the goods without undue delay after delivery. Complaints must be made in writing without undue delay, but no later than within 10 days, and in any case before processing, installation or other use, in detail and stating the type of defect, otherwise all claims relating to the defects in question will be forfeited. We must also be given the opportunity to inspect the defects.

In the event of a justified complaint which is raised in good time, we shall be entitled, at our discretion, to exchange the goods, rectify the defect, grant a discount or take back the goods against reimbursement of the payment.

As a rule, we will deliver a replacement free of charge if the complaint is made in good time and the complaint is justified. We will contribute up to CHF 50.—/m² of glass area to the costs of any replacement and/or repair work (further claims for compensation and costs, for example for cranes, scaffolding, etc., are excluded).

All further claims of the customer are expressly excluded as far as legally permissible. Under no circumstances shall the customer be entitled to compensation for damage that has not occurred to the delivery item, such as loss of profit, loss of production or loss of use. We will not be liable for damage caused by installation, reglazing, emergency glazing, reworking or repair work carried out by the customer or third parties. In such cases, the customer must release us from all claims.

Abnormal stress

Abnormal stress is when glazing and systems are subjected to high thermal, static or dynamic loads. Abnormal stresses are to be listed in detail when requesting an offer, as these require special measures to maintain the service life of the glazing and its components. If the client fails to provide this information, we expressly do not assume any warranty for resulting defects.

Retention of title

Ownership of the goods shall not pass to the customer until payment has been made in full. We are entitled to have the retention of title registered with the competent debt collection office. By placing the order, the customer gives their express consent and undertakes to take all measures and perform all legal acts which are necessary to establish or maintain the retention of title. As security for all claims we have against the customer, the latter shall assign to us all claims against third parties to which they are entitled in connection with the use of the goods delivered by us until the invoice amount has been paid in full.

Applicable law

All contracts are governed by Swiss law. The application of the UN Convention on Contracts for the International Sale of Goods of 11/04/1980 is expressly excluded.

Contract supplement

Should any of the above provisions be or become invalid, the validity of the remaining provisions shall not be affected. An ineffective provision is to be replaced by another provision that comes closest to its meaning from a legal and economic point of view.

Place of performance and jurisdiction

The place of performance for deliveries and payments is the place where the supplier is located. The exclusive jurisdiction for all legal disputes between the parties is the registered office of the supplier. However, we are also entitled to take legal action against the customer at their place of business.

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