

**Sales and delivery conditions version of April 2003
Glasweberei Jens Wendland e.V.**

1. General Provisions

1.1 Agreements – especially those that modify these Terms and Conditions – only become binding upon our written confirmation.
1.2. All our deliveries, including future deliveries, including ancillary services, are made exclusively on the basis of these General Terms and Conditions of Sale and Delivery. The buyer's purchasing conditions are hereby rejected. They shall not become part of the contract even if we do not object to them again after receipt.

2. Price, payment, security

2.1. The Seller's offers are subject to change with regard to price, quantity, delivery period and availability.
2.2. The prices specified in our order confirmation apply – if none have been written, the seller's invoice shall prevail. Prices are ex works (unless otherwise agreed) including packaging, plus the applicable VAT on the day of delivery. Customs duties, freight, insurance premiums, and other incidental costs included in the price will be invoiced separately to the buyer if they increase after the contract has been concluded; the same applies if such costs arise after the contract has been concluded.
2.3. The buyer is only entitled to a right of retention and a right of set-off to the extent that the counterclaims are undisputed or have been legally established.
2.4. Invoices are payable in euros within 10 days of the invoice date with a 2% discount or within 30 days of the invoice date net. We accept discountable and properly taxed bills of exchange as payment if this has been expressly agreed. When accepting bills of exchange or checks, the debt is only settled upon their redemption. Discount fees and all costs incurred in honoring the bill of exchange and/or check amount are to be borne by the buyer. Bills of exchange and acceptances with a term of more than 3 months are not accepted.
2.5. If payment deadlines are not met, interest of 8% above the current discount rate of the Deutsche Bundesbank will be charged as interest on the due date starting on the 31st day of the payment deadline. The right to claim further damages, in particular additional expenses related to exchange rate fluctuations and hedging, remains reserved.
2.6. In the event of default in payment or if our claims are jeopardized due to a deterioration in the buyer's creditworthiness, we are entitled to demand payment of our claims, regardless of the term of any bills of exchange. We are then further entitled to only carry out outstanding deliveries against advance payment or the provision of security.

3. Grades, masses and weights

3.1. The weight, number of pieces, and quantities determined by us or our supplier are authoritative. Proof is provided by presentation of the delivery note. Quantity figures stated in the dispatch note are non-binding for goods invoiced by weight. Unless individual weighing is customarily performed, the total weight of the shipment applies. Differences compared to the calculated individual weights will be distributed proportionately. When consignments are bundled, we weigh gross for net.

4. Packaging

Unless otherwise agreed, the goods will be delivered packaged. Packaging is included in the agreed price.

5. Pickup

5.1. If collection has been agreed, it can only take place at the delivery plant or our warehouse; it must be carried out immediately after notification of readiness for dispatch. Any costs incurred by us in connection with collection or charged to us by third parties shall be borne by the buyer.
5.2. If collection is not carried out on time or incompletely through no fault of our own, we are entitled to carry out delivery without acceptance or to store the goods at the buyer's expense and risk.

6. Transfer of risk, shipment, delivery quantities

6.1. Upon handover to the freight forwarder or carrier, but no later than upon leaving our factory or warehouse, the risk of accidental loss or accidental deterioration passes to the buyer. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

6.2. The latest version of the Incoterms applies to the interpretation of the commercial terms.

6.3. Unless otherwise agreed, the seller shall choose the shipping route and method, taking due account of the customer's interests.

6.4. We are entitled to make partial deliveries. Excess or short deliveries customary in the industry are permissible.

7. Delivery time, delivery delays

7.1. Our delivery obligation is subject to correct and timely delivery to ourselves, unless the incorrect or delayed delivery is our fault.

7.2. The agreed delivery times are only valid under the condition of timely clarification of all order details and timely fulfillment of all buyer obligations, such as providing the necessary official certificates, opening a letter of credit, or making a down payment. They refer to the time of dispatch from the delivery plant or warehouse and are deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.

7.3. If we are or become prevented from fulfilling our obligations due to unforeseen events affecting us or our suppliers and which we cannot avert even with the reasonable care required under the circumstances of the case, e.g., natural disasters, accidents, civil unrest, war, other operational disruptions, and delays in the delivery of essential operating materials or raw materials, the delivery period shall be extended by the duration of the disruption plus a reasonable start-up time. If delivery becomes impossible or unreasonable for us due to the disruption, we may withdraw from the contract in whole or in part; the buyer has the same right if acceptance is unreasonable for him due to the delay. Strikes and lockouts shall also be deemed to be disruptions beyond our control within the meaning of this paragraph.

7.4. After expiry of the delivery period, the buyer must notify the seller that they are in default and grant them a grace period for delivery, starting from the day on which the buyer's written notification is received.

7.5. Any right of withdrawal granted to the buyer or us under paragraph 7.3 or paragraph 7.4 generally extends only to the part of the contract not yet fulfilled. If partial deliveries already made are unusable for the buyer, the buyer is also entitled to withdraw from the contract with regard to these partial deliveries.

7.6. Further rights arising from delayed delivery, in particular claims for damages, are excluded. This exclusion of liability does not apply in cases of intent or gross negligence on the part of legal representatives or senior employees.

We provide a warranty for defects in the goods, including the lack of warranted properties, in accordance with the following provisions:

8. Defects in the goods, wrong delivery

8.1. The buyer's warranty claims require that the buyer properly fulfills its obligations to inspect and give notice defects pursuant to Sections § 377 ff HGB et seq. of the German Commercial Code (HGB).

8.2. When notifying us of defects, the goods in question must be specifically identified, including receipts, samples, packing slips, and crate or bale numbers. Our consent must be obtained before any return of the goods.

8.3. Subject to timely notification of defects, we will, at our discretion, repair or take back defective goods and replace them with flawless goods. We must always be given the opportunity to remedy the defect within a reasonable period of time. If the repair fails, the buyer may – without prejudice to any claims for damages – withdraw from the contract or reduce the purchase price. The buyer may not demand compensation for wasted expenses.

8.4. For goods sold as second-choice material, the buyer is not entitled to any warranty rights with regard to the stated defects and those that the buyer would normally expect.

8.5. Claims for defects shall not apply in the event of only minor deviations from the agreed quality, only minor impairment of usability, natural wear and tear, or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable building ground, or due to special external influences not assumed under the contract. A deviation in the weight per square meter of up to +/- 10% shall not be considered a defect. If improper repair work or modifications are carried out by the buyer or third parties, no claims for defects shall apply to these or the resulting consequences.

8.6. Claims for defects shall expire 12 months after delivery of the goods supplied by us. The above provisions shall not apply to the extent that longer periods are mandatory under Section § 438 (1) No. 2 of the German Civil Code (BGB) (buildings and items for buildings), Section § 479 (1) of the German Civil Code (right of recourse), and Section § 634a (1) of the German Civil Code (construction defects).

8.7. Claims by the Purchaser for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor, and material costs, are excluded to the extent that the expenses increase because the goods delivered by us were subsequently transported to a location other than the Purchaser's branch, unless the transport corresponds to their intended use.

8.8. We provide the same warranty for repairs or replacements as for the original delivery.

8.9. Further claims against us or our vicarious agents for defects are excluded. This exclusion of liability does not apply in cases of intent or gross negligence on the part of our legal representatives or senior employees, nor does it apply to claims under the Product Liability Act.

9. Retention of title

9.1. The delivered goods remain our property, subject to retention of title, until all claims, in particular the respective balance claims, to which we are entitled within the scope of the business relationship with the buyer have been settled; this also includes future deliveries, even if we do not always expressly refer to this.

9.2. Processing and working of the reserved goods always takes place in our name and on our behalf as the manufacturer within the meaning of Section § 950 of the German Civil Code (BGB), without creating any obligation. The processed and worked goods are considered to be reserved goods within the meaning of paragraph 9.1. If the buyer processes, combines, or mixes the reserved goods with other goods, we shall be entitled to co-ownership of the new item in proportion to the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership expires due to combination or mixing, the buyer hereby transfers to us the ownership rights to the new inventory or item to the extent of the invoice value of the reserved goods and shall store them for us free of charge. Our co-ownership rights shall be deemed to be reserved goods within the meaning of Section 9.1.

9.3. The buyer may only resell the reserved goods in the ordinary course of business, subject to its normal terms and conditions, and as long as it is not in default, provided that it has agreed to a retention of title with its customer and that the claims from the resale are transferred to us in accordance with paragraphs 9.4 and 9.5. The buyer is not entitled to any other disposal of the reserved goods. The use of the reserved goods for the fulfillment of work and work delivery contracts is also deemed to be resale.

9.4. The Buyer's claims arising from the resale of the reserved goods are hereby assigned to us; this applies to the amount of the resale claim if it is placed in a current account, as well as to the respective balance claims. The assigned claims serve as security to the same extent as the reserved goods.

9.5. If the reserved goods are resold by the buyer together with other goods not supplied by us, the claims arising from the resale or the respective balance claims shall be assigned to us in proportion to the invoice value of the reserved goods to the invoice value of the other goods. Upon resale of goods in which we have co-ownership shares pursuant to paragraph 9.2, a portion of the claims corresponding to our co-ownership share shall be assigned to us. To secure our claims against the buyer, the buyer also assigns to us any claims that accrue to him against a third party through the combination of the reserved goods with real estate; we hereby accept this assignment.

9.6. The Buyer is entitled to collect claims from resale or balance claims, unless we revoke the collection authorization in the cases specified in paragraph 2.5. At our request, the Buyer is obligated to immediately inform its customers of the assignment to us, unless we do so ourselves, and to provide us with the information and documents necessary for collection.

9.7. The Buyer is not entitled to assign the claims to any other party under any circumstances. This also applies to factoring transactions; these are not permitted to the Buyer even on the basis of the collection authorization. However, we are prepared to agree to factoring transactions in individual cases, provided that the equivalent value ultimately accrues to the Buyer and the satisfaction of our claims is not jeopardized.

9.8. In the cases specified in paragraph 2.5, we are also entitled to prohibit the processing, treatment, and resale of the reserved goods. In these cases, as well as in the event of the buyer's breach of the obligations under paragraph 9.3, we may also demand the return of the reserved goods at the buyer's expense, excluding any right of retention. The buyer hereby authorizes us to enter his premises and take back the reserved goods. Such return shall not constitute withdrawal from the contract.

9.9. If the value of the existing securities exceeds the total secured claims by more than 10%, we are obligated, at the buyer's request, to release securities of our choice. The buyer must notify us immediately of any seizure or other interference by third parties.

9.10. As long as ownership has not yet been transferred, the purchaser must notify us immediately in writing if the delivered item is seized or subject to other third-party interventions. If the third party is unable to reimburse us for the legal and extrajudicial costs of a lawsuit pursuant to Section § 771 of the Code of Civil Procedure (ZPO), the purchaser shall be liable for any loss incurred by us.

10. General disclaimer

Our liability is governed exclusively by the agreements made in the preceding sections. All rights not expressly granted therein, e.g., rights of withdrawal, termination, conversion, or reduction, as well as compensation for damages of any kind – regardless of the legal basis, in particular due to impossibility, tort, positive breach of contract, or fault at the time of conclusion of the contract – are excluded. This exclusion of liability does not apply in cases of intent, gross negligence on the part of legal representatives or senior employees, or culpable breach of essential contractual obligations, insofar as this endangers the achievement of the contractual purpose; however, liability is limited to compensation for foreseeable damage typical for the contract, unless one of the aforementioned cases applies; for claims under the Product Liability Act.

11. Place of performance, partial ineffectiveness

11.1. The place of performance shall be the location of the delivery plant or warehouse, and for the Buyer's payment obligation, Bad Sooden-Allendorf.

11.2. In the event of the invalidity of individual provisions of this contract, the remaining provisions shall remain binding.

12. Place of jurisdiction, applicable law

12.1. The place of jurisdiction for all legal disputes, including bills of exchange and check proceedings, is the Seller's registered office. However, we may also sue the Buyer in the courts of his general place of jurisdiction.

12.2. All legal relationships between us and the Buyer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationship between domestic parties.

12.3. Should individual provisions of this Agreement be or become invalid or contain a gap, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that most closely approximates the economic purpose of the invalid provision or fills the gap.