

§ 1. Scope

The general terms and conditions below apply for all business transactions between the Customer and Tafelmaier Dünnschicht-Technik GmbH (hereinafter: Contractor). These GTCs also apply if the Customer presents its own GTCs; any countering GTCs are only recognised if we expressly agree to their validity in writing. The Customer declares its agreement with these GTCs with the conclusion of the contract. Verbal side-agreements, assurances, amendments and extensions of the Contract with these provisions must be confirmed in writing in order to be valid. These general terms and conditions apply exclusively to companies, legal persons under public law or special funds under public law in the sense of § 310 (1) of the BGB [German Civil Code]. These GTCs also apply to all future transactions with the Contractor, as long as they are legal transactions of a related kind.

§ 2. Offer and contract conclusion

Offers from the Contractor are subject to change. Cost estimates are unbinding. Offers from Customers are binding for six weeks, and will be accepted by the Contractor by delivery or order confirmation.

For orders without a price agreement, our prices which are valid at the delivery day apply.

§ 3. Prices and payment

3.1. All prices are understood to be ex works, excluding packaging and transport insurance and, if nothing else is arranged, exclude respectively applicable VAT. If not otherwise expressly required by the Customer, we will contract for transport insurance with costs borne by the Customer. The costs of packing will be separately listed in the invoice, if applicable.

3.2. Payment of the purchase price must be made exclusively to the account named. A 2% discount is given for payment within 14 days.

3.3. If not otherwise agreed, the invoice amount is due within 30 days after the invoice date without any discount. If the Customer is delayed in payment, the Contractor reserves the right to charge interest for delay at the legally allowed rate.

On-time payment has only been made when the Contractor can have access to the money with the value date at the due date available in the account given by the Contractor. Interest charged for delay of payment is 9% per annum above the respective basic interest rate. The Contractor reserves the right to enforce higher damages for delay of payment.

3.4. In order to receive cash or other means of payment, the Contractor's agents must submit a power of attorney signed by the Managing Director.

If a significant deterioration of the assets of the Client becomes known or other justified doubts arise about its creditworthiness, the Contractor can request pre-payment and immediate payment of all open, even not-yet due invoices, hold back goods which are not yet delivered or - if a subsequent deadline is exceeded without payment - withdraw from the Contract.

§ 4. Delivery

4.1. The delivery time begins with the data of the order confirmation, but not earlier than the final agreement about the order. If the Client requests changes to the order after its order confirmation, the new delivery time begins only with the Contractor's receipt of the confirmation of changes. A condition for adhering to the delivery deadline is correct and timely self-delivery by pre-suppliers, as long as the Contractor has selected them with usual business care. Force majeure, such as strikes, blockages or operating disruptions or other unforeseen circumstances will extend the delivery time accordingly.

4.2. If we are more than one month in delay of delivery, the Customer can withdraw from the Contract after the end of a reasonable additional deadline set by the Customer. This does not apply for already-made partial deliveries, as long as the partial deliveries are reasonable for the Customer in the individual case.

4.3. Further rights, especially claims for damages are excluded to the degree allowed by law.

4.4. If the buyer delays acceptance or culpably breaches other collaboration obligations, the Contractor has the right to claim for reimbursement of any damages which occur, including any additional expenses. Further claims remain reserved. If the above conditions are present, the risk of accidental loss or deterioration of the purchased item are transferred to the buyer at the time that this acceptance or debtor's delay has occurred.

4.5. If the goods are sent to the buyer at its request, the risk of accidental loss or deterioration of the goods passes to the buyer upon shipment to the buyer, but no later than when the goods leave the factory or warehouse. This applies regardless of whether the goods were sent from the place of fulfilment or who pays the freight costs.

§ 5. Liability

Parts to be provided by the Customer are to be sent to us for processing free of charge and at the Customer's risk.

We reserve the right to sort out parts with damages, such as scratches, holes, etc., to bill for such as well as for any additional expenses arising from processing such parts. We can send back parts which are very dirty, or subject them to additional cleaning. In this case, the additional work required will be billed at our hourly rate.

Glass that is especially prone to staining must be marked accordingly by the Customer so that we can undertake immediate processing.

The parts to be supplied by the Customers (substrates) can only be checked shortly before coating them after appropriate cleaning. If in this stage, shortly before coating, damages (damage such as scratches, spots, etc.) are found on the substrates, the Contractor has the right to continue the production process with a defect rate of up to 20%, to reject the defective substrates and to give them back to the Customer without coatings. In this case, the agreed price for the batch will not change.

If the defect rate exceeds 20%, the Contractor stops the production process and discusses it with the Customer. In this case, the Customer is obligated to reimburse the costs for the manufacturing disruption that occurred (machine downtime, production downtime), as well as the costs for cleaning undertaken that was not necessary.

If substrate provided by the Customer was damaged during production by the Contractor, a reject rate of up to 10% is regarded as negligible; i.e. the damaged substrates are rejected and an accordingly smaller number of coated substrates are delivered at the same price.

The Contractor is primarily liable only for the coating and its rectification, but not for freedom from faults for the substrates delivered to the Contractor for processing. The Client has the right to request disputed parts to be returned for inspection. For parts which are already installed, the Contractor accepts no liability if any defects were found by the Customer during its incoming inspection.

§ 6. Liability for damages due to culpability / liability limitation

6.1. The liability of the Contractor for damages, regardless of the legal grounds, especially due to impossibility, delay, defective or incorrect delivery, breaches of contract, breaches of obligation in contractual negotiations and disallowed handling is restricted under the measures of this Sect. 6 if it is culpable of any of the above.

6.2. The Contractor is not liable in the case of simple negligence on the part of its organisation, legal representatives, employees or other vicarious agents, as long as it is not a violation of essential contractual obligations. Essential contractual obligations are those for timely delivery of the contractual objects, whose freedom from legal defects as well as actual defects which impact their functionality or ability to use in a more than insignificant way, as well as consulting, protection and care obligations which should make it possible for the Customer to use the contractual objects as per the Contract, or which affect the protection of life and limb of the Customer's staff or protection of its property from significant damages.

6.3. In regards to the Contractor's liability for compensation as per the above clause No. 6.2, this liability is limited to the damages which the Contractor foresaw when concluding the Contract as a potential consequence of a breach of contract or which it should have foreseen when applying due care and diligence. Indirect damage and consequential damage which follow from defects in the delivered object are not substitutable insofar as such damage is typically expected by the intended use of the delivered items.

6.4. In the case of liability for simple negligence, the Contractor's obligation to payment for material damages and resulting further damages to assets is limited to an amount of three-times the value of the substrates to be coated for each case of damages, even if it has to do with breaching essential contractual obligations.

6.5. The above liability exclusions and limitations apply to the same degree to the organisations, legal representatives, staff and other vicarious agents of the Contractor.

6.6. If the Contractor gives technical information or provides advice, and this information or consultation does not belong to the contractually agreed and owed services, this is done without compensation and any liability is excluded.

6.7. The restrictions of this Sect. 6 do not apply for the Contractor's liability due to intentional conduct, to guaranteed properties, or to injury to life, limb or health.

§ 7. Warranty and notification of defects

7.1. The Contractor warrants to the Customer for the work it has performed and manufactured products for a period of one year.

7.2. The goods must be immediately inspected for defects and completeness. Obvious defects, especially also incomplete deliveries or incorrect deliveries, must be reported immediately, at latest within one week after receipt, in writing to the Contractor. Otherwise, the goods shall be regarded as having been accepted.

In addition, Sect. 377 of the HGB [German Commercial Code] applies.

7.3. The Contractor provides a warranty that the products are manufactured as per the Contract, and no material, production or functional faults occur. The Contractor accepts no liability for the suitability of contractually produced products for a Customer's specific purpose. The warranty services are only provided for freedom of defects of the coating quality as well as for the material if it has been procured and delivered by the Contractor.

7.4. For justified and timely complaints, the Contractor will repair the defects at its choice within a suitable period of time at no cost, either through reworking the coating, or with complete delivered parts, by delivering replacements. In suitable cases, the reduction in value can be suitably compensated. The Customer is obligated to send defective goods upon request back to the Contractor, whereby the Contractor will bear the freight costs. If the expenses in the case of rework increase because the product was brought to another site than that specified, the additional expenses are to be borne by the Customer. If the Contractor exceeds a suitable deadline which has been set by the Customer without repairing the defect, or if the replacement delivery or rework do not work, the Customer can request to withdraw from the contract or request the reduction in value.

7.5. Claims of defects do not exist if there is negligible deviation from the agreed quality, if there is only negligible impact of the usability, for natural wear or tear or if there are damages which occur after the transfer of risk due to faulty or negligent handling, unreasonable stress, unsuitable materials, faulty construction work, unsuitable construction ground or due to special outside influences which are not included in the conditions of the Contract. If improper repair work or changes were made by the Customer or a third party, there are also no grounds for claims of defects due to the consequences of this work.

§ 8. Ownership reservation

8.1. The following agreed reservation of ownership serves to secure all existing current and future claims by the Contractor against the Customer arising from the business arrangement between the Parties, including accounts receivable claims arising from a current account relationship limited to this business relationship. If such a business relationship does not exist, the reservation of ownership extends to all claims which the Contractor has against the Customer in connection with the contractual object.

8.2. The goods delivered by the Contractor to the Customer remain the property of the Contractor until there is complete payment of all secured receivables. The goods as well as the goods in lieu of such under the following provisions and which are subject to retention of title are hereinafter referred to as "reserved goods".

8.3. The Customer shall keep the reserved goods without compensation for the seller.

8.4. The Customer has the right to process and to sell the reserved goods in proper business transactions until an enforcement event (No. 8.9). Pledges and security pledges are prohibited.

8.5. If the reserved goods are processed by the Customer, it is agreed that the processing is done in the name of and for the account of the Contractor as the manufacturer, and the Contractor directly acquires ownership or - if the processing is done with materials owned by several parties, or the value of the processed goods is higher than the value of the reserved goods - co-ownership (fractional ownership) on the newly-created goods in a ratio of the value of the reserved goods to the value of the newly-created goods. In the event that no such ownership acquisition takes place with the seller, the Customer will then transfer its future ownership or - in the above ratio - co-ownership to the newly created good as collateral to the Contractor. If the reserved goods are connected with other goods into a uniform item or are mixed in a way that cannot be separated and the other item is seen as the main item, the Contractor transfers, if the main item belongs to him, to the customer a share of the co-ownership in the uniform item by applying the ratio set forth in sentence 1.

8.6. In a case of further sale of the reserved goods, the Customer hereby assigns to the Contractor the resulting claim against the purchaser - in the case of co-ownership of the contractor, that of the reserved goods in proportion to its co-ownership share. The same applies to those claims which occur instead of the reserved goods, or otherwise occur in

regard to the reserved goods, such as for insurance claims or claims due to prohibited handling with loss or destruction. The Contractor grants revocable powers to the Customer to exercise the claims assigned to the Contractor in its own name. The Contractor may only revoke this direct debit authorisation in the case of recovery.

8.7. If third parties access the reserved goods, especially through attachment, the Customer will immediately indicate the Contractor's ownership and inform the Contractor of this in order to make it possible for the Contractor to exercise its ownership rights. If the third party is unable to compensate the Contractor in connection with any court or non-court costs, the Customer is liable to the Contractor for these costs.

8.8. The Contractor will release the reserved goods as well as the goods or receivables in lieu of the reserved goods, as long as their value exceeds the amount of the secured claims by more than 50%. The Contractor has the right to select the goods which it will release.

8.9. If the Contractor withdraws from the Contract in case of the Customer's breach - in particular, delay in payment - (recovery case), the Contractor is entitled to claim restitution of the reserved goods.

§ 9. Packing, freight, ancillary costs

Delivery is primarily ex works, excluding packing. Additional costs for express and fast mail packages are borne by the Customer. Deposits, freight and package delivery charges are to be borne by the Customer unless otherwise agreed. We select the least-expensive type of shipping, unless otherwise defined in the Contract. The Customer is obligated to immediately inspect the goods. We have the right to make partial deliveries.

§ 10. Payment

First, No. 3 applies.

In order to receive cash or other means of payment, the Contractor's agents must submit a power of attorney signed by the Managing Director.

If a significant worsening of the assets of the Client becomes known or other justified doubts arise about its creditworthiness, the Contractor can request pre-payment and immediate payment of all open, even not-yet due invoices, hold back goods which are not yet delivered or - if a subsequent deadline is exceeded without payment - withdraw from the Contract.

The Customer can only offset payments with the Contractor or assert a retention right if the Contractor has acknowledged the claim in writing, or it has been legally established by a court.

§ 11. Transferred documents

The Contractor retains ownership and intellectual property rights to all documents transferred to the Customer in connection with the placement of the order, such as calculations, drawings, etc. These documents may not be made available to third parties unless the Contractor has granted express written approval to the Customer to do so. If the Contractor has not accepted the Customer's offer within the deadline set forth in No. 2, these documents must be immediately sent back to the Contractor.

§ 12. Place of performance, jurisdiction

The place of performance for obligations in the Contract is Rosenheim. The place of jurisdiction for all disputes arising from the Contract is agreed to be Rosenheim - as long as the orderer is a businessman. The laws of the Federal Republic of Germany apply exclusively. Application of the Treaty of the United Nations for Contracts for International Goods Sales (CISG) is excluded. The Contract language is German.

§ 13. Severability

Ineffectiveness of any individual provisions shall not affect the effectiveness of the other general terms and conditions. The ineffective provision will be replaced by a rule which comes closest to the commercial purpose intended by that provision. The same applies in the case that the GTCs have a gap, or such a gap appears in the future.

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