

Terms & Conditions
of the companies PAN-DUR GmbH and PAN-DUR Glass GmbH
- As of December 2019 –

1. Validity of these GTC

Our offers, services and deliveries are made exclusively on the basis of these General Terms and Conditions

Conditions. These therefore also apply to all future business relationships, even if they are not expressly agreed again. Deviating conditions of the customer/buyer is hereby expressly contradicted.

2. Offer and conclusion of contract

2.1. All our brochures, advertisements and offers are non-binding - also with regard to prices. and do not commit ourselves to accept the order. The contract will only become effective upon receipt by our

Order confirmation or upon delivery of the goods. Also all alleged agreements as well as all verbal and telephone agreements are only after written Confirmation on our part legally binding.

2.2. In the case of orders according to samples or illustrations, the characteristics of the sample or the Illustration, in particular thickness, colour, dimensions and weights, only approximated. Deviations remain expressly reserved.

3. Prices

3.1. The prices are in euros, unpacked and unloaded ex works, excluding transport and packaging as well as insurance, VAT, etc.

3.2. Unless otherwise agreed, assembly and material costs shall be shown separately.

3.3. For small orders below a value of Euro 100.00, a minimum quantity surcharge will be charged.

3.4. Prices are based on previous cost factors. Do not step in from us until delivery responsible cost increases, in particular due to collective wage agreements or material price increases,

shall reserve the right to adjust prices. We will pass on the cost increases to the Customers on request.

3.5. Special technical and commercial requests deviating from the usual factory design Consideration and assembly will be invoiced separately according to expenditure.

3.6. Subsequent changes of any kind can only be made against payment.

3.7. Rebates, deductions, discounts and other changes require the express Agreement.

4. Delivery

4.1. The indication of delivery dates or delivery periods is generally non-binding. Binding these are only binding after express confirmation by us. If such a binding Delivery period promised by us, it runs from the day of the order confirmation until the provision of the goods at the place of performance. If such a binding delivery period is extended by more than 14 days,

, the customer/buyer must grant us a reasonable grace period of at least 14 days.

put. If the goods are not made available by the expiry of this reasonable grace period, the customer/buyer can withdraw from the contract by written declaration to us.

4.2. In the event of non-compliance with agreed delivery periods, we shall only be liable for intent and gross negligence.

In addition, our liability is limited to a maximum of 25% of the value of the delivery.

Further claims for damages due to non-performance or delay are excluded.

4.3. In any case, we are entitled to make partial deliveries. In all other respects, dispatch or delivery shall take place:

of the goods by us at our own discretion without liability for the cheapest shipping method. The Costs for unsuccessful delivery attempts shall be borne by the customer.

4.4. In the event of non-acceptance of the goods by the customer/buyer, we shall be entitled, after setting a

Grace period of max. 7 days and their fruitless expiry to withdraw from the contract, otherwise via to dispose of the object of purchase and to claim damages for non-performance.

4.5. In the event of inability through no fault of their own and in the event of force majeure, both contracting parties shall be entitled 2 months after expiry of the originally agreed delivery date.

5. Transport and shipping

5.1. Shipment is at the expense and risk of the customer. All risks are taken regardless of the place of delivery agreed in the individual case with dispatch or collection of the contractual goods to the customer above.

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5.2. The transport route and the mode of transport are determined by us. The determination is made according to

free discretion to the exclusion of any liability for the cheapest shipping method.

5.3. In the case of transport damage, which must be reported immediately in writing, the goods may only be reported after

Release by us to be put into use.

5.4. The course of the business transaction remains unaffected. claims for compensation due to transport damage,

which occurred after the transfer of risk, are between the customer and the transport company to regulate.

6. Terms of payment

6.1. Our invoices are payable without deduction within 10 days of the invoice date.

If this deadline is exceeded, we are entitled to charge default interest in the amount of 10% p.a. without

that a formal notice of default or a separate proof of damage is required.

6.2. Cheques, assignments of claims and other securities shall only be accepted on account of payment.

They shall only be deemed payment when the corresponding amounts have been finally credited to us.

become. Fees, discount and collection charges shall be borne by the customer/buyer and are due immediately.

6.3. In the event of a significant deterioration in the assets of the customer/buyer, we shall be entitled to

to demand advance payment.

6.4. With claims that are neither expressly acknowledged nor legally established by us, the customer/buyer cannot offset.

7. Transfer of risk

The risk shall pass to the customer/buyer - even in the case of freight-free delivery - as soon as the shipment

has been handed over to the person carrying out the transport or our company for the purpose of dispatch

has left. If dispatch is delayed at the request of the customer/buyer, the risk shall be borne by

Notification of readiness for dispatch to him. For damage during transport (e.g.

cold cracks in the cold season) no liability is assumed.

8. Retention of title

8.1. The goods delivered by us remain our property until all our claims against the customer/ Buyer (including future claims, insofar as these are related to the delivered goods in connection with) are fulfilled. This also applies in the event of the issuance of a balance acknowledgement. The retention of title

shall in this case serve as security for the claim from the balance.

8.2. The assertion of the retention of title rights by us shall not constitute a withdrawal from the contract.

View. Rather, in addition to the right to surrender our property, we also

our rights under the contract, in particular to compensation for damages and loss of profit.

8.3. The customer/buyer is entitled to continue to sell the delivered goods in the ordinary course of business.

to sell or process. However, the customer/buyer hereby assigns all claims to us.

of this resale or processing, regardless of whether the reserved goods without

or resold after processing, or whether they are connected with immovable property or movable property

is connected or not. If the reserved goods are processed after processing or together with other

Goods that do not belong to us are resold, or are they sold with a property or with

movable objects, the claim of the orderer/buyer against his customers

in the amount of the purchase or delivery price to which we are entitled for the reserved goods.

8.4. The customer/buyer is authorized to collect this claim until further notice. Our authority to:

collecting the receivables yourself remains unaffected. However, we undertake to

as long as the customer/buyer duly meets his payment obligations to us
Fulfil.

8.5. If the goods delivered by us are processed, the following shall apply independently with regard to the processed goods:

from the agreed retention of title between us and the orderer/buyer a free of charge
Custody agreement as concluded.

8.6. If the goods delivered by us are combined with another movable goods in such a way that they becomes an essential part of another thing which is to be regarded as the main thing, then the orderer/buyer already now has the proportionate co-ownership of the new item, which he has for us in

free safekeeping. In the event of resale, the above conditions shall apply.

In the event of default on the part of the customer/buyer, we shall be entitled to retrieving the goods - all still

goods held by the customer/buyer - to take them to us and to dispose of them by private treaty. The Proceeds after deduction of costs will be credited to the customer/buyer on his total debt, and first on the costs, then on the interest and finally on the principal claim.

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8.7. In the event of intervention by creditors of the customer/buyer, in particular in the event of seizure of a purchase or

delivery item, the customer/buyer must inform us immediately. The enforcement officer as well as any lien creditors must be informed of our retention of title. The cost of

Measures to eliminate the intervention, in particular intervention processes, are to be taken by the customer/

Buyers.

9. Warranty

9.1. Complaints must be made immediately upon receipt of the goods. The customer/ Buyer is obliged to inspect the goods immediately upon receipt for defectiveness and completeness.

check. Any complaints must also be made immediately. The defective items are to be inspected in the condition in which they are at the time the defect is discovered.

to be kept ready. Defective goods may also not be put into use. A violation against the above obligations excludes any warranty claims against us.

9.2. If the goods delivered by us are defective or lack warranted characteristics or if they become within the warranty period defective due to manufacturing or material defects, we deliver to at our discretion to the exclusion of other warranty claims replacement or we repair accordingly after. Multiple rectifications are permissible.

9.3. Defects in a part of the delivery do not entitle the customer to complain about the entire shipment.

9.4. Even after the assertion of warranty claims, merchants are neither entitled to a Refusal of performance still entitled to withhold due payments. Retention which are not based on the same contractual relationship, cannot generally be asserted.

9.5. Compensation in excess of the invoice amount (damages, processing costs) etc.) will not be owed by us in any case.

9.6. We may make the fulfilment of justified warranty claims dependent on the fact that: our customer has previously paid the agreed contract price in full. If it is the

However, a non-merchant may not exceed 75% of the agreed price.

9.7. If our contractual partner is a merchant, the warranty period is 12 months and begins with the date of delivery.

10. Right of withdrawal

10.1. If the customer/buyer is in default with the acceptance of the delivery or with the payment, we shall be free to waive all or the remaining performance without setting a further grace period.

of the contract. We shall be entitled to the same right if the customer/buyer informs him personally or has provided incorrect information about the facts determining his creditworthiness, or suspends its payments. We are also granted such a right of withdrawal if the manufacturer the production of the ordered goods has not started or ceased or another case of higher There is violence. A claim for damages is then excluded.

10.2. If the customer/buyer withdraws from the contract without being entitled to a right of withdrawal, he may:

we either pay compensation for a specific damage to be quantified or the payment of a lump-sum Demand compensation in the amount of 20% of the net price of the purchased or ordered goods.

11. Form and confidentiality, data protection

11.1. Individual agreements shall in any case take precedence over these General Terms and Conditions.

Such individual agreements must be made in text form in order to be effective. This also applies to: for a waiver of this formal agreement.

11.2. Also legally relevant declarations and notifications made to us after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction), require on their effectiveness of the text form.

11.3. We retain illustrations, drawings, calculations, samples or other documents. we own property rights and copyrights; they may not be made accessible to third parties.

11.4. Documents containing trade and business secrets (e.g. cost estimates, design drawings) may not be made accessible to third parties, in particular competing companies and shall be returned on request. We retain all existing documents on these documents. Property rights and copyrights. A right of retention of the contractual partner to these Documents are excluded.

11.5. Personal data will only be stored and used for the purpose of processing the contractual relationships.

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12. Choice of law, place of performance, place of jurisdiction, severability clause

12.1. The entire contractual relationship is subject to German law with the exception of the provisions of the

UN Convention on Contracts for the International Sale of Goods.

12.3. Place of performance for all mutual claims and obligations arising from the contractual relationship

is for the company PAN-Dur GmbH 97944 Boxberg-Windischbuch and for the company PAN-DUR Glass GmbH Ilmenau. To the extent permitted by law, the district court in D-74821 Mosbach is for all disputes arising from the contractual relationship shall have exclusive jurisdiction.

12.4. Should individual parts of these GTC be invalid, this shall render the validity of the remaining Provisions not affected. With regard to the invalid agreements, the parties undertake to a regulation that corresponds most closely to the intention.

12.5. We would like to point out that we use the customer data electronically exclusively for the execution of the contract. store and process.