

## General Terms and Conditions of Irlbacher Blickpunkt Glas GmbH, Josef-Irlbacher-Str. 1, 92539 Schönsee

### **1. Validity of the terms and conditions**

- 1.1. All deliveries and services of Irlbacher Blickpunkt Glas GmbH (hereinafter referred to as Irlbacher) are exclusively provided based on the following terms and conditions. Our General Terms and Conditions only apply to business transactions with companies.
- 1.2. We do not recognise any of the contractual partner's terms and conditions that conflict with or deviate from our General Terms and Conditions unless we have expressly agreed to their validity in writing. Our General Terms and Conditions also particularly apply if we provide deliveries or services in the knowledge of conflicting or deviating terms and conditions of the contractual partner.

### **2. Quotations**

- 2.1. All quotations are non-binding and subject to confirmation. Contracts do not take effect until Irlbacher confirms orders in writing.
- 2.2. No guarantee or liability is assumed for the accuracy of technical data or other information concerning the possible usability of the delivered goods unless specific technical data or the usability of the delivered goods for a specific purpose specified by the purchaser have been expressly guaranteed. In particular, Irlbacher is only liable for the usability of components and goods in the context of the properties and technical specifications it has guaranteed, but not for defects arising from further processing by the purchaser.

### **3. Deliveries from Irlbacher**

- 3.1. Delivery dates or deadlines that have not been expressly agreed as binding are exclusively non-binding. If a binding delivery date has been expressly agreed and we are unable to meet this deadline for reasons for which we are not responsible (non-availability of the service), we shall inform the purchaser of this immediately and notify the purchaser of the expected new delivery date at the same time.
- 3.2. Partial deliveries or partial services are permissible.
- 3.3. Delivery is made ex warehouse and at the customer's risk and expense.
- 3.4. Irlbacher reserves the right to withdraw from the contract in the event of a completely unreasonable rise in purchasing costs that can be classified as a fundamental change in the basis for the contract.
- 3.5. In the case of shipment ex works, the risk passes to the purchaser or ordering party as soon as the delivery is handed over to the person responsible for transportation or to the transport company chosen by Irlbacher. Complaints due to loss or damage to the goods must be reported to the carrier in accordance with section 438 of the German Commercial Code (HGB). Irlbacher shall then be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). The purchaser is particularly obliged to meet its statutory obligation to inspect for and give notice of defects.
- 3.6. If shipment of the goods is delayed at the request of or due to the fault of the contractual partner, the goods shall be stored at the purchaser's risk and expense. The dispatch advice is equivalent to dispatch. The invoice for the contractual service shall become due immediately upon storage of the goods. Storage costs are billed for separately.
- 3.7. The purchaser must deliver goods on call within 10 weeks of the conclusion of the contract unless expressly agreed otherwise. If the purchaser does not collect the goods within the specified period, it shall be in default of acceptance after a further grace period of two weeks which has been set down in writing.
- 3.8. If the goods are not transported or dispatched by Irlbacher itself or by third parties commissioned by Irlbacher – forwarding agents, freight companies and the like –, the purchaser shall bear sole responsibility for compliance with all statutory regulations in connection with the transport and dispatch of the goods, particularly for the proper packaging and securing of the load, compliance with any regulations concerning the carriage of hazardous materials and compliance with safety and social regulations, particularly compliance with safety and social regulations pertaining to labour laws and road traffic laws. The purchaser shall ensure that its staff or the persons and companies it has commissioned that are involved in the shipment comply with the relevant regulations. Irlbacher bears no responsibility for this whatsoever.

#### **4. Defence of uncertainty**

If, after the contract has been concluded, Irlbacher becomes aware that the claim for counter-performance is in jeopardy because of the contractual partner's inability to pay due to circumstances which, according to prudent business judgement, indicate that Irlbacher's claim to the purchase price is in jeopardy, Irlbacher may demand a reasonable advance payment or corresponding security from the contractual partner, setting a reasonable deadline, and, in the event of a refusal, withdraw from the contract without liability to pay damages to the purchaser.

#### **5. Processing under contract / Provision**

- 5.1. If goods are finished by Irlbacher by way of processing under contract (e.g. prestressing under contract), the risk of glass breakage and the liability for the end product are borne by the client. The number of units delivered is charged as processed. The purchaser must deliver the goods free of charge for Irlbacher. After processing, the goods are returned in the packaging supplied by the purchaser. Contrary to the other terms of payment, net payment within ten days is agreed.
- 5.2. In the event of defects, loss or processing errors for which we are responsible, we shall be liable for material provided by the customer for processing up to a maximum of the pro rata order value (processing value) of the part affected. We will replace any parts provided that are defective due to our fault with a new part provided, if such a part is still available, and will do so free of charge. There is no entitlement to replacement of any affected parts or to reimbursement of the material value. Scrap of up to 10% of the goods provided by the customer shall be deemed accepted, shall be provided by the customer and cannot be billed for by the customer. For manufacturing reasons and due to the necessary adjustment work, checks and tests that have to be carried out, a certain scrap quantity of up to 10% must be taken into account when calculating the quantities to be provided. Irrespective of this scrap quantity, any goods provided that are rejected during the incoming goods inspection will be returned separately at the purchaser's expense. The customer shall deliver the goods provided to Irlbacher free of charge. Additional costs due to shortfall quantities of materials provided – e.g. additional set-up costs – are borne by the customer.
- 5.3. To compensate for unavoidable losses during processing under contract, a quantity surcharge must be taken into account for all material items in order to be able to guarantee the required number of end products. Quantities are agreed with the customer in each case.

#### **6. Returns**

- 6.1. The return of goods of any kind to Irlbacher must be agreed in writing in advance. In the event of unsolicited returns, Irlbacher is entitled to refuse to accept the shipment.
- 6.2. The agreed acceptance of returned goods shall be strictly at Irlbacher's expense. If the expenses increase because after delivery the purchased item is taken to a place that is different from the recipient's place of business or the place of delivery agreed by contract, these costs are to be borne by the customer. If goods are damaged during return shipping, the sender shall bear liability for this.

#### **7. Recalls**

If Irlbacher's supplier or Irlbacher itself recalls the resold goods, the purchaser must immediately refrain from any further resale of the goods in the event of a recall.

#### **8. Prices / Payment deadlines / Default**

- 8.1. All prices in Irlbacher's quotations are non-binding and are quoted ex place of delivery or performance plus VAT, packaging and insurance. As a consequence of the reservation price agreed by contract, Irlbacher is entitled to set a new purchase price which deviates from the non-binding price originally quoted and corresponds to its own increase in costs as a result of a rise in purchase prices.
- 8.2. Payments are strictly to be made as net payments within 30 days. Express agreement is required for a discount to be granted. The Irlbacher company reserves the right to agree advance payment – in the case of new customer relationships, for example. Payments will strictly be offset against the oldest due claim plus any interest incurred on the debt and any default costs and default damages already incurred. No discounts will be granted if there are payments outstanding from previous deliveries.
- 8.3. No cash discount deduction will be granted in cases where Irlbacher performs processing under contract.
- 8.4. If a payment term is exceeded, the statutory consequences of default apply to merchants without a special reminder being issued. The purchaser/client is to pay interest on arrears at the statutory rate. Any further damage, such as that caused as a result of Irlbacher drawing on an overdraft facility, must also be compensated for if proof is provided.

- 8.5. The client/purchaser may only offset claims that are undisputed or have been legally established.
- 8.6. The assertion of a right of retention due to a defect is inadmissible if it is not a question of a critical defect. In addition, a right of retention only exists to the amount of the value of the anticipated defect.

## **9. Warranty / Notice of defects**

- 9.1. The purchaser's claims for defects imply that it has complied with its statutory obligation to inspect for and give notice of defects (sections 377, 381 of the German Commercial Code). If a defect is revealed during the inspection or later, we must be notified immediately in writing, whereby timely dispatch of the notification is sufficient to meet the deadline. Irrespective of this obligation to inspect for and give notice of defects, the purchaser must notify us in writing of obvious defects (including incorrect and short delivery as well as transport damage) within one week of delivery, whereby the timely dispatch of the notification is sufficient to meet the deadline. If the purchaser fails to carry out a proper inspection or report a defect, liability for the unreported defect is excluded.
- 9.2. The warranty period for products supplied by Irlbacher is 12 months. The period begins upon delivery of the purchased item. The statutory warranty regulation applies in the case of goods and services that are used for a building in accordance with their usual purpose and that fall under the provisions of section 438(1) No. 2 of the German Civil Code (BGB).
- 9.3. The statutory provisions apply regarding the rights of the purchaser in the event of material defects and defects of title (including incorrect and short delivery) unless otherwise specified below.
- 9.4. Our liability for defects is primarily based on the agreement made regarding the properties and condition of the goods. The agreement regarding the properties and condition of the goods is deemed to be the product specifications designated as such which were provided to the purchaser prior to its order or incorporated into the contract in the same way as these Terms and Conditions of Sale. Excess or short deliveries of up to 10% shall be deemed to be in accordance with the contract.
- 9.5. If the properties and condition have not been agreed, an evaluation is to be made according to the statutory regulations as to whether or not there is a defect (section 434(1) sentences 2 and 3 of the German Civil Code).
- 9.6. If the delivered item is already defective at the time of the passing of risk despite all due care being taken, we may, subject to timely notification of defects, initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement delivery). Our right to refuse the selected type of supplementary performance under the statutory provisions shall remain unaffected. Any subsequent performance or subsequent delivery is also deemed to have been made according to the contract if, in the event of technical or visual changes to the product that have occurred in the meantime, a product is subsequently delivered that is suitable for the original purpose and of a similar type but not the same. What is relevant is the suitability of the subsequently delivered or reworked product for the original intended use on which the contract was based.
- 9.7. We are entitled to make the supplementary performance we owe dependent on the purchaser paying the purchase price due. However, the purchaser is entitled to retain part of the purchase price in suitable proportion to the defect. What is relevant is the suitability of the subsequently delivered or reworked product for the original intended use on which the contract was based.
- 9.8. The purchaser is to give us the time and opportunity necessary to render the supplementary performance owed, and particularly to surrender to us the rejected goods for the purposes of inspection. In the event of a replacement delivery, the purchaser must return the defective item to us in accordance with the statutory provisions.
- 9.9. The expenses necessary for the purpose of inspection and subsequent performance (particularly costs of transport, travel, labour and material) are to be borne by the purchaser if these increase because the goods we delivered were subsequently taken to a place that was different from the purchaser's place of business, unless the transfer corresponds to their intended use.
- 9.10. The purchaser shall only have recourse claims against Irlbacher to the extent that the purchaser has not made any agreements with its customer that exceed the legally mandatory claims for defects. Section 9.9 shall apply accordingly to the scope of the right of recourse.
- 9.11. Even if Irlbacher has delivered products and goods as part of a series or a supply contract of long standing, no further spare parts shall be kept in stock after the contract period has expired or after termination of a series and expiry of the warranty period unless a separate agreement has been made with the customer regarding stockpiling and beyond the expiry of the warranty period. In these cases, individual production of spare parts may be necessary for the individual production after the warranty period has expired. The costs of this shall be billed for separately.

## **10. Liability**

- 10.1. In the case of intent and gross negligence, Irlbacher shall be liable for damages – irrespective of the legal basis –
- (a) for damages caused by injury to life, limb or health,
  - (b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable damage which typically occurs, insofar as the limitation of the obligation to pay compensation is admissible by law.
- 10.2. This does not affect the statutory provisions regarding the burden of proof.
- 10.3. Unless otherwise agreed, all contractual claims arising in connection with the delivery of the goods shall become statute-barred one year after delivery of the goods unless longer limitation periods are required and indispensable according to the law.

## **11. Reusable packaging**

The contractual partner is only provided with reusable packaging on loan, and this must be prepared for collection within 60 days. If this is not done, Irlbacher shall be entitled to demand a rental fee of €10.00 per day from the 61st day onwards up to a maximum of the acquisition costs of the packaging and, if these are higher, the current costs of new acquisition.

## **12. Reservation of title**

- 12.1. The goods remain the property of Irlbacher until all our claims, including claims arising in the future, have been paid in full; this also applies if all our claims or individual claims have been included in an outstanding account and the balance has been struck and acknowledged.
- 12.2. The purchaser is entitled to process and sell the goods subject to the following provisions. The purchaser is not entitled to dispose of the goods subject to retention of title in any other way.
- 12.3. Insofar as the goods are further processed or transformed by the purchaser, Irlbacher is deemed to be the manufacturer as defined by section 950 of the German Civil Code and acquires the title to the intermediate and individual products. The processor is only the custodian.
- 12.4. If the goods subject to retention of title are combined or processed with other items that do not belong to Irlbacher, Irlbacher shall acquire coownership of the new items in the ratio of the value of the goods subject to retention of title to the other items.
- 12.5. The goods may only be sold in the ordinary and proper course of business and only if the claims from resales have not previously been assigned to third parties. The claims to which the purchaser is entitled are assigned to Irlbacher upon conclusion of the purchase agreement. If Irlbacher combines or processes the goods with other items, claims arising from the resale shall only be assigned to Irlbacher to the amount of the purchase price of the respective goods subject to retention of title. Irlbacher will not collect the assigned claims as long as the purchaser meets its payment obligations. However, the purchaser is obliged to give the names of the third-party debtors to Irlbacher on request and to notify them of the assignment. The purchaser is entitled to collect the claims itself as long as it has not been instructed otherwise by Irlbacher. The contributions it has collected must be paid to Irlbacher immediately, insofar as their claims are due.
- 12.6. Pledging or providing security for the goods subject to retention of title or the assigned claims is not permitted. Upon conclusion of the agreement, the purchaser is obliged to disclose any existing assignments, pledges or securities. The purchaser is to notify Irlbacher immediately of any access by third parties to the goods delivered subject to retention of title or to the assigned claims. Irlbacher shall release the assigned claims at its discretion insofar as the claim to be secured is exceeded by more than 10% and they result from fully paid deliveries.

## **13. Confidentiality / Ban on utilisation**

- 13.1. Our business partners shall maintain confidentiality regarding all operational processes, procedures or other internal matters that become known to them regarding Irlbacher. Should Irlbacher become aware of a breach of this confidentiality obligation, Irlbacher reserves the right to claim damages.
- 13.2. Our business partners are not permitted to exploit or use copyrights or know-how. In the event of a breach, a contractual penalty of at least 10% of the order amount shall be payable. We reserve the right to assert further financial claims.

## 14. Final Provisions

- 14.1. If individual provisions of the above terms and conditions are invalid, this shall not affect the remaining provisions. If individual provisions are invalid, they are to be reframed in such a way that the intended economic purpose is upheld as far as possible. This is to be based on the interests as represented by these General Terms and Conditions.
- 14.2. All agreements must be made in writing, regardless of whether they are made upon or after the conclusion of the contract. Verbal statements made by Irlbacher's employees are only binding if they have been confirmed in writing. Any amendment or revocation of this written form requirement must be made in writing.
- 14.3. The place of performance for all contractual and statutory claims is 92539 Schönsee, Germany. The place of jurisdiction for all disputes arising from the contractual relationship is 92224 Amberg, Germany.
- 14.4. It is agreed that the autonomous German sales law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), even if the purchaser's registered office is abroad.

As per: July 2025