

Supplementary Conditions of Sale and Delivery for all supplies of glass and panels from SCHÜCO® International KG, Karolinenstraße 1 – 15, D-33609 Bielefeld
(Dated: January 2004)

1. General

1.1 Unless otherwise expressly agreed, the current version of SCHÜCO® International KG's general conditions of sale and delivery shall apply to the supply of multi-layer glazing, fire resistant glazing, other types of glazing and panels.

1.2 The Purchaser shall have sole responsibility for the accuracy of the dimensions specified in the order, and these dimensions shall be binding with the proviso that tolerances of ± 2 mm are permitted for both height and width, ± 3 mm in the case of cast glass.

1.3 Call-off orders are only admissible for fire-resistant glazing. Call-off orders are not acceptable for insulating glass, other types of glass or panels. In the case of call-off order, the purchaser is under obligation to call off the goods completely within 10 working days of notifications that the goods are deliverable on call. If complete call-off of the goods is not achieved within the aforementioned period of time, we shall have the right to put the goods into storage at the purchaser's cost and risk.

2. Custom designs

2.1 Insulation glazing units or panels which do not have right angled corners shall be calculated on the basis of the surface area of a rectangle which would enclose the unit in question. Additional separate charges will be made depending upon the level of difficulty of fabrication. Delivery options are available on request.

2.2 If requested to do so by us, the Purchaser shall provide drawings or templates on a scale of 1:1.

3. Delivery

3.1 Unless otherwise agreed, delivery shall be "ex works". Unloading must be carried out by the Purchaser immediately after delivery. If a crane is required to unload the glass or panels, the Purchaser must ensure that there is one available.

3.2 The glass shall be loaded into the transport racks in the delivery vehicle so as to comply with transportation requirements and thus may not necessarily be in an order which relates to the height and width measurements given by the purchaser.

3.3 Fire resistant glass or panels shall be packed in disposable wooden crates, wooden stillages or pallets or corrugated cardboard packaging, not by order item, but in accordance with technical transportation and production requirements.

4. Warranties

4.1 The Purchaser is under obligation to check the delivery immediately on receipt to ensure that there is no transport damage, it is complete and free from defects in particular in relation to the appearance of moisture. Transport damage, defects, incorrect or incomplete deliveries as well as any deviation from the delivery note or invoice must be reported to us immediately in writing within seven days. Otherwise the consignment will be deemed to have been approved. Any obvious damage apparent on arrival of the goods, e.g. broken glass, must be communicated to the transport carrier by the customer immediately, and indicated on the delivery note. If the Purchaser processes the goods supplied after discovery of a defect, all claims by the Purchaser for defective goods will be forfeit.

4.2 The Purchaser shall have the right to claim against defects in multi-layer insulation glazing, other types of glazing or panels for a period of five years from the date of transfer of risk. In the case of fire-resistant glass the right to claim against defects extends for a period of one year from delivery. These time periods are statutory periods of limitation.

4.3 In the case of glass which is to be fitted in a means of transport or deep freeze, or also for custom combinations (e.g. coloured cast glass, curved glass etc.) sections 8 and 9 of our general conditions of sale and delivery shall apply exclusively.

4.3 For PYROSTOP and PYRODUR glazing, the following shall also apply: PYROSTOP and PYRODUR glass is made up of several sheets of silicate between which fire resistant layers are inserted. Internal stresses which can lead to glass breakage cannot occur in

this type of glazing on account of the quality of modern production methods. Breakage will only occur as a result of external influences. We will therefore only guarantee against glass breakage in PYROSTOP and PYRODUR glazing if we are responsible for those external influences.

4.4 In case of optical distortion effects, there shall be no claims for warranty for defects.

4.5 Defective goods can only be exchanged after prior notification by the purchaser that he is able to collect the defective goods to be replaced. The purchaser is under obligation to pack the defective goods in the packaging in which the replacement goods were delivered, and send them back to us.

5. Prices and conditions of payment

Unless otherwise agreed, all prices are quoted in Euros "ex works", exclusive of freight costs, customs, import duty and packaging, which will be invoiced separately. Prices do not include statutory sales taxes; these are applied at the legal rate current at the time of invoicing and shown on a separate line on the invoice.