



## General Terms And Conditions

### 1. Conclusion of Contract

The following general terms and conditions are subject to all deliveries and services of ProGlass GmbH, hereinafter called ProGlass. Deviations of these terms and conditions on side of the purchaser are only recognised insofar as ProGlass expressly agrees to them in writing. The purchaser is bound to his order for three weeks. In case of unauthorised withdraw, ProGlass can claim damages including lost profit. ProGlass is entitled to decline acceptance of order for featured articles or goods out of stock, within three weeks after order has been placed.

### 2. Prices

All prices are net, excluding VAT (Value Added Tax). Prices are subject to change without prior notice at any time.

### 3. Delivery

FCA (Free Carrier) Weilheim/Teck, Germany, including packing, excluding transportation costs and customs duties. The transportation is at the consignee's risk. Apart from other delivery specifications on part of the purchaser, delivery is carried out by parcel service (DPD or DHL) or, depending on the size of consignment, by forwarding agent.

### 4. Payment

Purchasing price as well as possible additional charges are payable with delivery. All invoices are to be paid to the imprest account named by ProGlass. Cheque payment is only considered as effected on day of encashment. Possible cheque fees are at the expense of the purchaser. We reserve the right to ask for payment in advance or cash on delivery for all new customer accounts.

### 5. Minimum order

For commercial end users in Germany the minimum order value is fixed at 15,00 Euro. Please note that the different export regulations for EU, EFTA and Third countries may result in different minimum order values. To receive further information for your country please contact us.

### 6. Return of goods

Please use our RETURN FORM for all returns and repair orders. Any returns have to be notified and authorised in advance. Acceptance of returned items is at our sole discretion. All returns are subject to a general restocking fee of 15% of the net value of goods. Items will not be credited if they are damaged, used or in any other way not saleable.

### 7. Warranty

Any warranty claims must be submitted immediately in written form. It is our sole right under this warranty to repair the defective item or replace it, at our option, without charge. Unless otherwise specified, all sold items are expressly warranted to be free from defects in material and workmanship for 12 months (for commercial purchasers) and 24 month respectively (for private individuals) from the date of delivery. All other warranties are disclaimed.

### 8. Ownership reservation

Title to the goods shall remain with the seller until all outstanding amounts are fully paid. In the case of resale the debt claim to the third party is to be assigned to the seller.

### 9. Data storage

Person related data in connection with the privity of contract will be stored by us.

### 10. Place of performance and jurisdiction

Place of performance and jurisdiction is D-73230 Kirchheim unter Teck (Germany). We reserve the right to sue at the place of the registered office or residence of the buyer.