

I. General Provisions

1. These production, delivery and payment conditions form part of all contracts entered into with consumers (section 13 BGB [Bürgerliches Gesetzbuch – German Civil Code]) or companies (section 14 BGB) for the production and delivery of our products. Deviations or additional agreements are only valid if they have been agreed with the company management itself, with an authorised signatory, or with a chief representative. Any conflicting agreements made with representatives other than those designated in sentence 2 shall only be valid if confirmed in writing by the company management.

2. General terms and conditions of contractual partners which conflict with these production, delivery and payment conditions shall be invalid.

II. Conclusion of the Contract

1. Unless indicated otherwise in the offer, all our offers are non-binding subject to the conditions stated in the offer.

2. Orders placed directly with us constitute offers to which the customer shall be bound for 6 weeks. It is the customer's responsibility to check the confirmation of order for any deviations from the order, including for correct product description, quantities and dimensions, and to countersign accordingly.

III. Prices

1. Unless otherwise indicated in the confirmation of order or any other contractual basis, prices apply ex works (place of performance) excluding packaging, dispatch and incidental costs. The applicable rate of value-added tax shall be added to the price.

2. Unless otherwise agreed, our invoices must be paid within 14 days as from the invoice date, without deduction. A prompt payment discount of 2% will be granted on payment made within 8 days of the invoice date. A prompt payment discount will only be granted if previous invoices have been settled in good time and in full. An advance payment on the order amount is agreed on the first 3 orders placed by a new customer; a prompt payment discount of 2% will be granted on such payment.

3. The customer shall only be entitled to offset if its counterclaims have been legally established or are undisputed.

4. Expanding on section 321 BGB, we shall be entitled at any time to request security for our claims to payment; such security shall take the form of a directly enforceable bank guarantee equal in value to the value of the order and shall be issued by a domestic bank. The guarantee must waive the defence of failure to pursue remedies. We shall be entitled to refuse to deliver our products until such time as the customer has provided the security. The obligation to pay the security deposit is a secondary obligation within the meaning of section 241(2) BGB.

IV. Delivery

1. Delivery dates or delivery periods which are merely stated as "approximate" and which have not been explicitly agreed in writing shall be non-binding.

2. The customer must set a reasonable period of grace of at least 3 weeks before being entitled to the rights arising from sections 281 et seq. BGB.

The customer shall only be entitled to claim for damages - including in cases in which performance is impossible - if the delay or impossibility of performance is the result of intent or gross negligence. If the execution of the order requires the customer's participation, an agreed delivery period will only begin to run once all obligations to cooperate are met in full. If a binding delivery period has been agreed, a new delivery period shall be agreed if the customer subsequently requests contractual changes.

3. We are entitled to make partial deliveries, providing this is reasonable. In the event that we make partial deliveries, No. 2 above applies accordingly. Partial invoices may be issued for any partial deliveries made.

4. Types of packaging which differ from item packaging shall be calculated separately.

5. The risk passes with the handing over of the goods to the person responsible for dispatch (section 447 BGB).

If dispatch is delayed as a result of circumstances for which the customer is liable, the risk shall pass to the latter on the day the delivery is ready for dispatch. The same applies if the customer requests that goods which are ready for dispatch remain in storage with us until they are called off. In this case the risk shall pass to the customer when the goods are put into storage with us. If the customer does not retrieve the goods within 4 weeks of the beginning of the storage period at the latest, 90% of the invoice amount shall be due for settlement pursuant to III 2. above. The cost of storing the goods with us will be invoiced separately.

6. We will only be able to fulfil our delivery obligations under this order if the customer fulfils its own responsibilities for all orders properly and in good time, even if such responsibilities pertain to different construction projects (contractual grounds for an extended right of retention). We shall therefore be entitled to refuse to deliver finished goods for a construction project if the customer has failed to meet obligations to pay us arising from contracts for other construction projects.

V. Retention of Title

1. We retain title to all delivery items until full payment of our total claim arising from the business relationship (section 449 BGB).

2. The customer must separately store goods to which title has been retained, must clearly mark them as our property and must insure them against theft, destruction and damage. The insurance obligation is a secondary obligation within the meaning of section 241(2) BGB. The customer must provide proof of insurance on request. The customer hereby assigns to us any monetary claims to which it is entitled under the insurance agreement.

VI. Notices of Defects and Warranties

1. All deliveries shall be fully inspected for defects immediately following receipt. Section 377 HGB [Handelsgesetzbuch – German Commercial Code] applies. Obvious defects must be reported in writing prior to working, processing or resale of the goods; the goods must also be properly stored and handled.

2. Variations in the structure and colour of individual delivery items do not represent defects where these are customary and justified by the nature of the materials used (wood, veneer, chipboard, paint, etc.). The goods are in any case manufactured according to the recognised state of the art and the quality and inspection regulations for interior doors made of wood and wood composites, RAL-RG-426 Quality Assurance Part I: RAL door panels - Deutsches Institut für Gütesicherung und Kennzeichnung e.V [German Institute for Quality Assurance and Labelling].

3. Where there is a defect in the goods, mutual rights shall be determined, pursuant to the legal provisions of sections 634 et seq. BGB.

Further claims for damages by the customer, lost profits or other financial losses shall be excluded, unless the conditions of section 442(1) BGB are met. Unless explicitly agreed in writing, we do not assume any guarantee for the quality of the contractual goods (section 443 BGB).

4. Unless a longer statutory limitation period is stipulated by law, any existing claims against us shall lapse – except in the case of sections 634 a (1) No. 2; 438 (1) No. 2 BGB - within 1 year of the start of the statutory limitation period.

5. If the customer is a business enterprise, payments may only be withheld in legally effective and undisputed warranty claims, ready for judicial decision.

VII. Final Provisions

1. German law shall be exclusively applied.

2. The place of performance for Factory I is Erdmannhausen, for Factory II, Zeulenroda.

3. The place of jurisdiction for business enterprises is exclusively specified as Stuttgart, Germany.

4. We assume no liability whatsoever for any materials provided by our customers.

These General Terms and Conditions replace all previous general terms and conditions of neuform-Türenwerk Hans Glock GmbH & Co. KG.