

Conditions of offer

1. Prices and Payment

1.1 The prices become valid with the acceptance of the quantity requested. In the event of dimensional or piece quantity changes as well as where individual items are reordered a recalculation is essential.

1.2 Any additional charges (oversize, pattern surcharges etc.) will be calculated at the quoted prices.

Additional length charges: (from 10 pieces additional length charges in brackets)

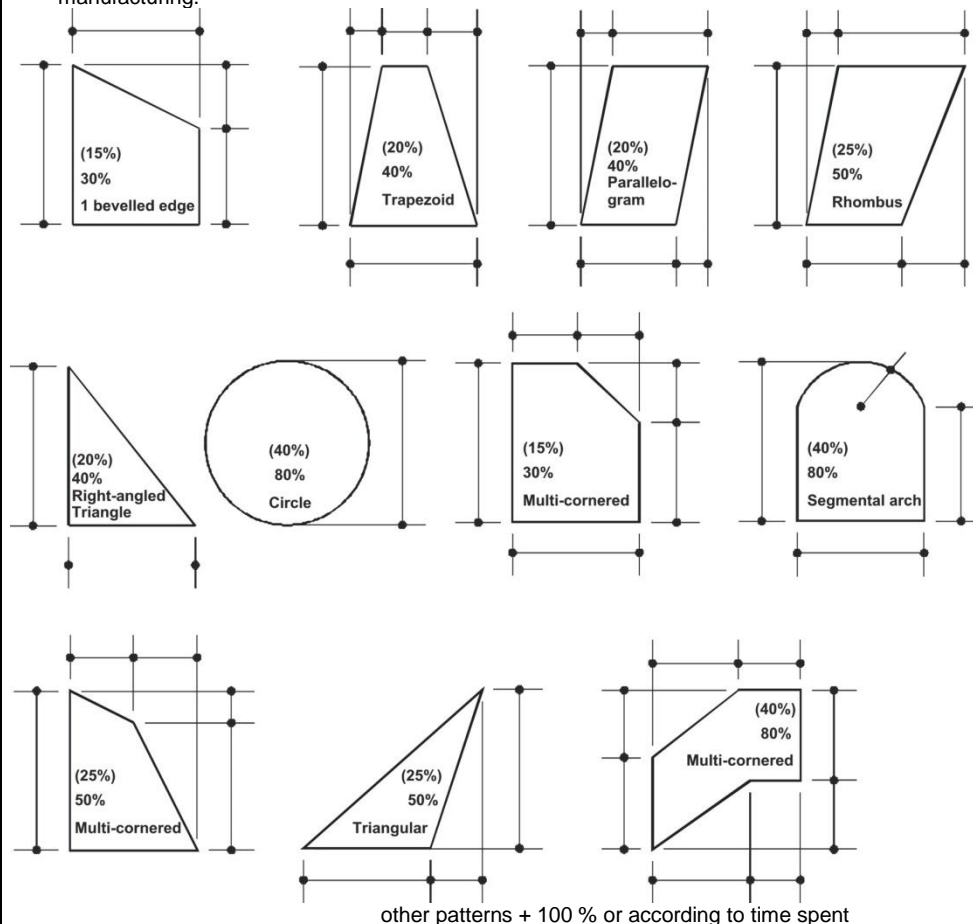
> 2600 x 2700 mm	30 %
> 3210 x 8000 mm	on request
> 3200 mm	10 %
> 3850 mm	15 %
> 4300 mm	20 %
> 5000 mm	30 %
> 6000 mm	100 %
> 8000 mm	on request

Please note our maximum manufacturing sizes according to the glass configuration.

1.3 Our quoted prices or pattern surcharges refer exclusively to prespecified dimensions on the basis of drawings. If in spite of this you still send us templates, the pattern surcharge will change to 100 %. Dimensioning tolerances will be paid for by the principal. Please note that the templates must be made of hardboard or chipboard (up to 19 mm thick). We cannot accept any other materials.

1.4 Model supplements: (from 10 pieces model supplements in brackets)

The corresponding list prices are valid as the basis. The help lines and points indicate which dimensions are needed for manufacturing.



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- 1.5 In the case of all quotations involving fire-protection glass, walk-on glass, alarm glass and laminated safety glass in C-class an additional 2 % is added for transport insurance.
- 1.6 If we do not know the individual dimensions we reserve the right to increase the price if the cutting waste is above 20% . As soon as the dimensions are available together with the inquiry our price calculation will be effected on the basis of optimised base glass sheets. This may cause longer delivery times.
- 1.7 Edge processing is normally only included in the cost calculation if the minimum length is 1000 mm. Please note that for calculating the cost of edge processing, the cost is based on the edge length of the smallest circumscribed rectangle.
- 1.8 In the calculation of the glass surface the smallest circumscribed right-angle is used as the basis.
- 1.9 Please note that for the calculation of the amount of screen printing the smallest circumscribed right-angle in the whole glass surface is used as the basis. The whole glass surface is included in the cost calculation even for part printed sections.
- 1.10 The calculation of the quotation price is done in mode 3 : 3.
- 1.11 Commissioning:
If delivered according to the customer's packing plan an additional cost of € 7,50 net will be added to the invoice.
- 1.12 The contractor intends to arrange a credit guarantee at the level of the contractual amount. If this is not possible the customer must arrange suitable security.
- 1.13 Payments using the so-called „cheque-exchange“ procedure can only take place by special agreement. Credits via bills of exchange or cheques will be accounted for minus the expenses with the value of the credit on the day on which we were able to take over the equivalent value.
- 1.14 Our claims will become due immediately if the payment conditions are not maintained or facts are known, which permit the conclusion that our purchase price claims are endangered by the lack of ability to pay by the purchaser.
- 1.15 Refusal to pay or the holding back of payments is not permitted if the purchaser was aware of defects or knew of other grounds for complaint, but had still accepted the goods. This is also true if this remained unknown to him because of gross negligence, unless we ourselves had deceitfully concealed the defect or another ground for complaint or have accepted a guarantee for the property of the object. Setting off a payment is only permitted with an undisputed or legally-established counterclaim. A right to withhold payments from earlier or other businesses from the current business relationship cannot be enforced. In general the payment of claims may not be withheld or set off against other claims if other supplies were defective.
- 2. Product**
- 2.1 Tolerances deviating from DIN 1249 must be countersigned by BGT. Otherwise deliveries will meet the requirements of DIN, the guidelines of the glass industry or standard tolerances found in this field of activity. Alternatives must be separately agreed.
- 2.2 The principal has the right to independently produce to a higher-quality standard than the denoted qualities.
- 2.3 After installation all glass must be cleaned by suitable means so as not to impair the functionality and visual appearance. You find a recommendation for the cleaning on our homepage.
- 2.4 In the case of tempered glass panels with thicknesses greater than 10 mm slight impressions from the rollers can be expected (see EN 12150).
- 2.5 Sound insulation glass can display slight reductions in the sound insulation value after a lengthy period of time.
- 2.6 With laminated safety glass (VSG) panels, whose edges are visible, we recommend the retro-grinding of the whole VSG unit, to guarantee the parallelity of the individual panels and to avoid film residues (not tempered glass). Furthermore there is the DIN EN ISO 12543 valid.
- 2.7 For insulating glass with holes for point supports it should be ensured that the guarantee period for the seals on the edges and holes is agreed separately, however a maximum of 2 years.



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- 2.8 For safety glass (SG) or insulating glass with visible edges, individual regulations should be arranged with regard to the visual requirements.
- 2.9 In the case of anti-solar glass it must be ensured that the functional values have been determined according to the valid DIN/EN standards, with respect to test samples. These values change according to the type and thickness of the glass and therefore should be queried each time.
- 2.10 The specified technical radiation values are guide values according to DIN 67507 and are based on a glass structure of 6/16/6. Because of unavoidable tolerances on the basic glass panels or the coatings, these values can change by about 3 % absolute. These tolerances must be taken into account when assessing the overheating of buildings in summer.
- 2.11 All sound insulation values are given according to DIN 52210 in $R_w = \text{dB}$ for glass without frames. Deviations due to the format are not taken into account here.
- 2.12 All U_g -values refer to calculations according to EN 673, or measurements in the plate apparatus centre panel, according to EN 674. Format-related edge influences or fixing conditions can impair the specified U_g -value
- 2.13 In the case of fire-protection glass F 30 (BI-FireControl) it should be ensured that the guarantee is 2 years.
- 2.14 In the case of the products BI-StepColor and point-supported insulation glass a maintenance contract must be agreed.
- 2.15 Depending on the size, film accumulation faults can occur in the case of laminated safety glass with matt films. These are due to the production method and do not represent a material defect.
- 2.16 Colour deviations can occur with all sun and thermal protection glass coatings. To achieve the best possible uniform appearance it is necessary to provide the corresponding information for batch similarity when ordering.
- 2.17 The price given for insulating glass with silicone refers exclusively to silicone with UV-resistance. If the customer requires alternative types of silicone (e.g. Structural glazing) then it must be agreed separately.
- 2.18 The physical properties of our products may not be the subject of complaint, hence for example what appears to be interference on multi-pane insulating pane, the double-pane effect caused by barometric pressure conditions, condensation on the outer surfaces of multi-pane insulating glass, interference in the case of BI-Antisoil coatings, anisotropism (iridescence) on tempered glass.
- 2.19 In the case of stepped insulating glass, in which the outer pane of the air space is coated on the inside, the coating is removed from the surface of the projecting glass. Discolouration can occur at these points which does not represent a material defect.
- 2.20 We recommend the heat soak test in general for tempered glass to avoid spontaneous breakage. Breakages due to nickel sulphide inclusions cannot be fully excluded because of the type of material. Costs for replacement deliveries and reglazing will in general be rejected. A test according to ESG-H is necessary according to the building regulations list.
- 2.21 On our homepage www.bgt-bretten.de you can find the guidelines for assessing the visual quality of enamelled and screen-printed glass and multiple-walled glass.
- 2.22 For any items which are not produced by BGT the fabrication guidelines of the manufacturer becomes effective.
- 2.23 There could be deviations from the fracture pattern according to DIN standard of ESG-H tempered glass with Heat-Soak-Test in 3 and 4 mm thickness.
- 2.24 Condensate formation on position 01 on the outer lite is possible in triple insulated glass compositions with a low u-value during the winter season. This is not a reason for rejection. It is rather an indication for a high-performance product.
- 2.25 According to the regional building code DIN 18008 is applied for. The contractor is responsible for the dimensioning of the glass according to DIN 18008. The glass thickness values of BGT do not represent constructional evidence and are only non-binding pre-dimensioning. Laminated glasses with inlets are not tested against falling protection.
- 2.26 In case of damage there is a liability insurance in the amount of 5 millions available. An increase is possible against payment of a fee.
- 2.27 Stamp position different from what is ordered will not be considered as ground for complaint.
- 2.28 Materials provided by the customer will not be checked by BGT goods reception department for completeness an quality. We take over no liabilities for different versions of documents previously submitted to us.



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3. Deliveries

3.1 The invoice will be completed and sent after delivery. Part-deliveries are permitted.

3.2 Deliveries against call-off:
Orders can be stored for a maximum of 2 weeks after the desired finishing date/call-off date at no cost. The costs for using the storage facilities of transporters and the storage risks will thereafter be transferred to the customer. BGT has the right to invoice for the glass from this date. Call-off contracts are to be called-off in writing 5 days before the desired delivery date.

3.3 Dispatch and packing:
Insofar as the packaging materials, especially frames, are not owned or will not be owned by the customer, as for example non-returnable packaging, the customer will look after these items on our behalf at his own risk. This value will have to be compensated for if the items are not returned at the correct time.

3.3 Packing and commissioning time will be added to the approximate production dates referred to in the order confirmation. Fixed dates will only be valid in the case of written confirmation by the contractor. The delivery period begins with the day on which all technical and other details of the order are clarified, the provision of the required documentation and any agreed down-payment. It will be extended by the time by which the purchaser falls behind in his contractual duties – also with respect to other orders within a continuing business relationship.

3.5 In the production of high-quality glass panels it is possible for occasional failures to occur through breakage or faults. We will not accept any resulting consequential costs.

3.6 An execution or delivery period will be extended in proportion in the case of Acts of God and all unforeseen impediments arising after completion of the contract, which are not our fault (in particular operating malfunctions, strikes, lock-outs, disruptions to the transport system or non-deliveries by sub-contractors), insofar as such impediments can be proven to have significant influence on the planned execution or delivery.

4. Complaints

4.1 Later correction takes place according to our own choice by means of rectification of the defect or the manufacture of a new item. The customer must allow us an appropriate time for this. This period would be 4 weeks in the event of new manufacture. If later correction fails or is refused within the appropriate time set by the customer, the customer then has the right to take up his legal rights.

4.2 We cannot know the details of the structure and the local conditions of the building. Hence:

- BGT is not responsible for the structural calculations with respect to the glass, the price arrangements through customer or planning specifications or on the basis of estimated predimensioning under normal conditions.
- In particular we have no responsibility for structural calculations which apply to the building itself unless an explicit contractual agreement has been reached. Such an agreement would only apply if the additional costs were covered.
- Please take account of the risk of heavy shadows which may be cast at the site.
- In the case of individual agreements made with the building owners, their representatives or our customer, any glass changes will require a new quotation. Glass and samples for functional trials will then be charged for.

4.2 Due to the special properties of our products, particularly with respect to the glass and the risk of damage, a purchaser who is a contractor is obliged to carry out an immediate inspection. All obvious and/or defects which are found, incorrect quantities and incorrect deliveries must be notified in writing within one week. This written notification must always take place before installation or any other form of processing of the purchased object.

Insofar as nothing special has been agreed, the general regulations will normally apply.

Status: September 2020



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