



Your Dreams, Our Challenge

GENERAL TERMS AND CONDITIONS

Issued by:

AGC Processing Teplice a.s., a member of the AGC Group

Address:

Za Drahou 462, CZ-41674 Teplice

Czech Republic

T +420 417 503 201, F +420 417 503 275

Email: processingteplice@agc.com

www.agc-processing.cz

ID no. (IČO): 25012266, VAT ID: CZ699001704

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PART I

1.1 IDENTIFICATION OF THE SELLER

For the purposes of these General Terms and Conditions, the term “Seller” means any company belonging to the AGC Glass Europe Group¹, and which also confirms orders to the buyer and issues invoices for ordered goods or services. The Seller can provide technical support to the Buyer if necessary. In place of the Seller, logistic and administrative services in connection with individual orders can be provided by the respective customer centres of the AGC Glass Europe Group.

1.2 CONTENT AND INTERPRETATION OF THE CONTRACT

All orders, their confirmation, sales contracts and services and, where applicable, price offers and calculations are subject to these General Terms and Conditions. Changes to the General Terms and Conditions can only be made with the express and written consent of the Seller.

General or special terms and conditions of the Buyer do not apply to the relationship between the contracting parties, unless the Seller expressly agrees to them in writing.

The terms “EXW” and “DAP” shall be construed in accordance with the International Chamber of Commerce Incoterms 2020. Other terms will be interpreted in accordance with the applicable legal provisions, as set out in Article 2.7 of these General Terms and Conditions. Catalogues or price lists are for informational purposes only and cannot be considered as an offer unless otherwise agreed in writing.

1.3 CONCLUSION OF CONTRACT

A contract is formed by the acceptance and confirmation of the Buyer's order or the performance requested by the Buyer or the delivery of the goods or service ordered. An order must contain an accurate description of the product or products and their quantity. For all the requirements of an order, see Chapter 1.4 Order – Order Conditions. The result of the negotiations can also be a change in the price of the ordered goods. A request by Buyer to change or cancel an order will only be considered proper if served on Seller with the understanding that such request may not be honoured. Any request by the Buyer to change or cancel an order for products with non-

¹The AGC Glass Europe Group means the company AGC Glass Europe SA/NV (with registered office at 4, Avenue Jean Monnet, B-1348 Louvain-LA-Neuve, Belgium, registered at the Register of Legal Entities (Brussels) under number 0413.638.187) and any directly or indirectly “controlled company” within the meaning of Article 2.1(f) of the European Directive 2004/109/EC, i.e. all companies (i) in which AGC Glass Europe SA/NV has a majority of the votes; or (ii) where AGC Glass Europe SA/NV has the right to appoint and recall the majority of the members of the administrative, management or supervisory body and at the same time is a shareholder of that company; or (iii) in which AGC Glass Europe SA/NV is a shareholder and, by agreement with the other shareholders, alone controls the majority of the voting rights; or (iv) over which AGC Glass Europe SA/NV can exercise or actually exercises a controlling influence or control.

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standard dimensions that is in progress or not yet in progress will only be considered if it is sent to the Seller before the order confirmation was sent out.

1.4 ORDER – ORDER CONDITIONS

Requirements of an order: exact address of the customer, buyer and recipient, name of the contact person, telephone number, commercial register entry, ID no. (IČO), VAT ID, bank details and exact product specifications:

- a) Dimensions (width x height), composition, number of items
- b) Drawing documentation for irregular formats, grids and custom orders – this can be emailed as an attachment in Word (doc), Excel (xls), Adobe Acrobat (pdf), AutoCAD (dwg, dxf) or other popular graphic formats (gif, jpg, pcx, bmp)
- c) Viewing side specifications
- d) Cutting templates made of solid material (material thickness at least 4 mm) with a circumference of 3 mm smaller than the required glass size or templates with exact dimensions, this must always be agreed with the Seller beforehand
- e) Placement, position of glass and reflective layer, position of ornaments
- f) Mode of transport, type of packaging
- g) Desired delivery date
- h) The use of insulating glass in an area below 200 m MSL or over 900 m MSL must be specified when ordering

The Buyer is advised to always check that his order has arrived at the Seller and is legible.

1.5 TECHNICAL CONDITIONS

Minimum and maximum dimensions of insulating glass

The smallest dimensions of insulating glass that can be produced are generally 200 x 200 mm. However, it is always necessary to check the minimum dimensions with the manufacturer. In the case of manual production of smaller dimensions, consultation with the manufacturer is necessary.

The largest dimensions are based on the thickness of the glass used and depend on the size of the thinnest pane.

Maximum dimensions of serially produced insulating glass when using a 14 mm frame (reference values)

Double glazing:	4 mm	1 600 x 1 600 mm
	5 mm	2 000 x 2 500 mm
	6 mm and more	2 500 x 3 500 mm
Triple glazing:		1 300 x 1 700 mm

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However, it is always necessary to consult the maximum dimensions with the manufacturer. Insulating glass with dimensions that exceed the dimensions of the production line must be agreed with the Seller's sales department in terms of price, composition, production date and mode of transport.

Overview – indicative weight of insulating glass

1 mm glass per 1 m²: 2.5 kg

Insulating glass 2 x 4 mm 20 kg/m²

Insulating glass 2 x 5 mm 25 kg/m²

Insulating glass 2 x 6 mm 30 kg/m²

When placing an order for insulating glass whose dimensions are close to the above-mentioned largest dimensions that can be produced, the type of execution of the order must be agreed in advance with the responsible employee in the sales department (this also applies to the transport of large insulating glass formats, i.e. more than 2000 mm per pane height).

The use of special glass that is not listed in the price list must be agreed in advance with sales.

When using Stratobel (laminated safety glass), Restex (toughened safety glass) and Ornament (rolled, patterned cast glass) in large formats, the maximum dimensions of these materials must be taken into account – this is given by the technical possibilities of their production. The same applies to enamelled glass and screen-printed glass.

In the case of glass with a grid, vibration with the glass or other parts of the grid can occur. There may be several reasons for this (the size of the insulating panes, the thickness of the aluminium frame, the complexity of the internal lattice, climatic influences, the close proximity of the insulating glazing to a busy street, excessive movement of the glass pane – balcony door etc.). Vibration of the grid is not a reason for a complaint.

The Seller recommends that when ordering insulating glass with an internal lattice, this must be checked more thoroughly with regard to the effects mentioned, which can lead to an increased risk of lattice vibration, and the end user has to be always informed about this problem.

1.6 TERMS OF DELIVERY

Unless the Seller expressly states otherwise in writing, the goods are sold as “delivery to the destination specified in the order confirmation” (Incoterms 2020 “DAP”). Even if the Seller has confirmed the delivery date of the goods to the Buyer in writing, the Seller is entitled to unilaterally change the delivery date of the goods in the event of force majeure, without the Buyer being entitled to any compensation.

The Buyer is obliged at the time of delivery of the goods (the Seller will inform about the time) to have the equipment for unloading ready and to carry out the unloading without delay. Any assistance provided by the Seller when unloading the goods is at the risk of the Buyer. If the Buyer does not accept the order within the specified period, the Seller has the right to compensation for the related damage and has the right to withdraw from the contract in whole or in part or to store the goods with a third party at the Buyer's expense – the choice of the third party being the Seller's.

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In the case of EXW deliveries, any assistance provided by the Seller or his subcontractor is entirely at the risk of the Buyer. If the Seller supplies the Buyer with less product at a maximum of 5% less than the ordered quantity, the Buyer is not entitled to refuse acceptance of the delivered goods for such a reason. In such case, the Seller is obliged to deliver the missing goods as soon as possible after receiving a written notification from the Buyer.

The risk of damage to the goods passes to the Buyer at the moment of delivery. From this point on, the Buyer is also responsible for complying with regulation on the protection of the environment and regulation regarding packaging and the packing materials. If the goods came on rental pallets and racks that are owned by the Seller, these must be returned to the Seller. Buyer's own use of these pallets and racks is prohibited. The breach of this obligation is fully at the expense of the Buyer.

Retention of title: Until the customer has completed the installation or processing, the delivered products remain the property of the Seller, until full unconditional payment of all receivables of the Seller against the customer (amount due, interest and other surcharges and fees). If payment is not made when due, the Seller may, at his option, continue to collect the amount due or withdraw from the contract and repossess the goods (not yet installed or processed) at the expense of the customer, wherever they may be, so long they are under the control of the customer.

Pending full and unconditional payment

- customers acting as wholesalers must ensure that the products are easily identifiable and that exclusive ownership is noted and enforceable against their customers; and
- customers must inform the Seller of all product confiscation by third parties and provide the Seller with all information necessary to protect his rights.

1.7 CONFIRMATION OF DELIVERY AND ACCEPTANCE OF GOODS

It is considered that the approval and/or acceptance of the goods is without reservation when the Seller is not notified in writing of detected defects within 48 hours of the delivery of the goods. Hidden defects must be reported to the Seller in writing immediately after their discovery. If the Buyer does not notify the Seller of defects in the goods within the deadlines specified in this article, the Buyer loses the right to make claims for any defects.

1.8 PRICE AND TERMS OF PAYMENT

Prices are exclusive of all fees and taxes. Unless otherwise agreed in writing by Seller, invoices are payable to the account specified by Seller, with all fees, taxes and bank or currency exchange charges being borne by Buyer. For deliveries "Ex Works" (Incoterms 2020 "EXW") within the EU (or an export arranged by the Buyer), where no local VAT is paid at the Buyer's request, the Buyer shall, at the Seller's first request, provide documents that the products are delivered outside the EU Member State where loading took place (or outside the EU). If the Buyer fails to provide such

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documents, any penalties imposed in relation to VAT by a taxing authority will be passed on to the Buyer (including, but not limited to, local unpaid VAT, fines, interest on arrears).

Buyer further agrees that in the event of his default in payment, Seller may suspend or cancel the sale and/or any existing order (including confirmed orders) with the understanding that such suspension or cancellation shall not entitle the Buyer to damages or any other compensation. In the event of default in payment of an invoice issued by the Seller – including a partial invoice, all of the Seller's receivables against the Buyer become due immediately.

In the event of arrears or other events that could jeopardize payment, the Seller is entitled to forward the Buyer's data to his insurance company and set off any receivables due against the Buyer. If the Seller has payment obligations towards the Buyer, the Seller is entitled to offset his receivables against the Buyer's receivables – regardless of the legal reason on which the Buyer's receivables arose.

1.9 PACKAGING OF THE GOODS

Insulating and building glass can be delivered to the Buyer in returnable or disposable packaging.

- a) **Disposable packaging** is mainly wooden packaging, designated by the Seller as disposable packaging. Disposable packaging is usually included in the price of goods. If not, it is billed separately.
- b) **Reusable packaging** can be: Metal transport racks, safety bars, transport frames and special wooden packaging, which the Seller designates as reusable packaging. All reusable packaging is provided with a registration number by the Seller. The registration number is noted on the delivery note, which is handed over to the customer together with the delivery.

1.9.1. Deadline for returning reusable packaging and penalties for non-return of the same

The return period for reusable packaging is generally 30 days, unless otherwise agreed between the Buyer and Seller (packaging contract).

The return period for returnable packaging runs from the day after the delivery date of the goods. If the deadline set for returning the loaned packaging is not met, the following applies:

- a) The Seller is entitled to charge the Buyer a rental fee for returnable packaging in the amount of CZK 50 for each day after the return period has been exceeded.
- b) In the event of a delay of more than 150 days from the “rack rental”, the Seller is entitled to a contractual penalty in the amount of the purchase price of the rental packaging (prices as of 1 January 2022: CZK 8,000 for a basic transport rack – L Bench, CZK 13,000 for a large transport frame – A Frame). The Seller issues an invoice for the amount of the contractual penalty and deletes the relevant returnable packaging from his register.

If the returnable packaging is damaged or destroyed by the Buyer, the Buyer will be charged the costs that correspond to the actual repair costs – and in the event of destruction, the cost of procuring new returnable packaging of the same type.

1.9.2 Returnable Packaging Regime – Obligations of Seller and Buyer

The basic relationships between the Seller and the Buyer regarding returnable packaging are as follows:

Seller's obligations:

- a) To mark the reusable packaging unmistakably and to state it as reusable packaging on the delivery note for the goods sold, stating its type, designation, number and, if applicable, the procurement price.
- b) To take back his own, registered and undamaged reusable packaging from the Buyer
- c) To check the reusable packaging upon receipt. If it is destroyed or damaged, the procedure is the same as for the delivery of goods, i.e. a proper complaint must be made to the Buyer.
- d) Damaged or destroyed packaging must be stored separately until the complaint against the Buyer has been settled. If the Buyer does not reject or respond to this complaint within 7 days, it is assumed that he accepts the complaint.
- e) Damaged or destroyed reusable packaging shall not be included in the number of returned reusable packaging.

Buyer's obligations:

- a) To return the loaned packaging at own expense to the address specified by the Seller on the delivery note. Unless otherwise agreed in the purchase contract, this is the registered office of the company or branch, and when returning loaned packaging, the Seller must be given a properly completed return slip.
- b) The packaging must be empty (unless goods claimed by the Buyer are returned on the return packaging) and returned to the Seller within the specified period.
- c) The Buyer acknowledges that damaged or destroyed packaging is not considered returned until the complaint has been settled.
- d) To reimburse Seller for the actual costs associated with repairing damaged reusable packaging or obtaining new one as replacement.
- e) To pay the agreed rent for any rented packaging
- f) In the event of a return delay of more than 150 days, to pay the agreed contractual penalty

Different conditions for the return of packaging can be agreed between Seller and Buyer, in particular their return by reloading the company vehicle etc.

1.10 SHIPMENT, TERMS OF DELIVERY, TRANSPORT

Shipping of glass panes or other products and goods is possible by customer's own collection or by vehicles owned by the Seller or by vehicles of the Seller's contracted carriers. Racks and crates with insulating glass must be set up vertically in the direction of travel and fastened in such a way that they cannot slip or sway. Measures to protect against mechanical damage must be taken when transporting, loading and unloading insulating glass.

In the case of direct collection by the Buyer, the finished insulating glass is handed over according to the delivery note. The customer confirms receipt of the goods on the delivery note or indicates defects and deviations on the same. Loading is carried out by the customer himself or with the help of workers and equipment of the shipping department. It is the duty of shipping to educate the customer on the correct way of storing insulating glass conforming to the correct storage and handling instructions. The shipping staff provides the customer with small accessories to fix the insulating glass (cork spacers or means to fill gaps between panes). The customer

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secures the load on his vehicle by himself. When loading, the following basic instructions for handling insulating glass must be observed:

- a) Goods should only be shipped where the vulcanization of the outside sealing has taken place – the goods must not be released before 8 hours (winter season), otherwise after 6 hours of vulcanization inside the production hall.
- b) Goods are to be placed in a vertical position (tilt max. 15°) on a surface that cannot damage the edge of the glass – exceptionally horizontally on a soft surface.
- c) Cork spacers must be used between the individual glass panes so that they don't touch each other.
- d) When the glass is loaded, full responsibility for the goods and also for any transport damage passes to the customer.

1.11 STORAGE AND HANDLING OF GLASS

The Buyer undertakes to comply with the principles and instructions contained in the Seller's document "MANUFACTURER'S INSTRUCTIONS FOR HANDLING GLASS". The basic mission of this manual is, among others, to establish principles for the safe handling of glass and thereby to minimize the risk of accidents, near misses, industrial accidents and other unexpected events. These instructions are available here: <https://www.agc-processing.cz/en/downloads/> or upon request in the Seller's offices.

Insulating glazing, single glass and laminated safety glass (hereinafter referred to as "Flat Glass") must be stored unpacked in a dry and covered place (protected from direct sunlight, rain and sudden temperature changes). Flat Glass must not be stored in a place where the temperature sinks to around the freezing point. Flat Glass must be stored upright on racks. The base of the frame must be covered with felt or rubber and have an inclination of 10-15° to the horizontal. Spacers made of cork, felt, cardboard, rubber or paper should be inserted between the Flat Glass panes.

The safety bars and belts must always be loosened immediately after unloading! Always use suitable personal protective and work equipment when handling glass!

Flat Glass panes of different size may only be placed together on a rack when two slats are placed vertically between them. Flat Glass can only be transported in cartons if the packaging and insert materials are not exposed to moisture.

It is not recommended to store Stratobel and Stratophone laminated safety glass for a long time in a place where there is a risk of long-term contact with rubber. It is also not recommended to install such glass in a place where there is a risk of long-term exposure to moisture. This is because of possible long-term delamination of the glass or degradation of the film itself.

1.12 INSTALLATION CONDITIONS AND GLAZING CONDITIONS

For the installation of insulating glass it is necessary to follow the basic instructions summarized in the following points:

- a) When installing insulating glass in the groove of an opening structure, the correct expansion gaps and clearances must be observed.
- b) The size of insulating glazing cannot be adjusted anymore after production.
- c) Insulating glass must not come in direct contact with the opening structure.
- d) The opening structure must be dimensioned in such a way that it can carry the load of the insulating glass without becoming deformed – which would lead to mechanical stress on the glass.
- e) The glazing groove must be free of any protruding juts that may come into contact with the insulating glass. In order to ensure the necessary adhesion and tightness of the sealing material, the glazing groove must be dry and free of dust and grease before application.
- f) The glazing groove must be deep and wide enough to cover the metallic spacer frame of the insulating glass with the inner sealing layer applied on both sides.
- g) The glazing groove must be drained and ventilated to allow air to circulate in the sash groove around the perimeter of the insulating glazing, and thus prevent condensation from accumulating.
- h) The double-sided sealing of the insulating glass edge in relation to the groove structure and the glazing bars must be permanently elastic, tight and resistant to moisture penetration and temperature changes.
- i) The smallest permissible distance from insulating glass to heating elements is 30 cm from the glass surface.
- j) For the glazing of insulating glass (as well as the bonding of the underlays) always a sealant that is compatible with the sealants used in the manufacture of the insulating glass must be used. Never use acidic or even neutral sealants based on OXIMES. Butyl damage can also occur when the sealant or frame colour or paint does not in direct contact with the sealant on the perimeter of the insulating glass.
- k) It is important that the glazier of insulating glass always checks with the manufacturer of the silicone sealant to be used, whether it is suitable for this purpose.
- l) The installation of insulating glass in unheated buildings is not recommended. The noble gases argon or krypton can shrink in such an environment and the glass can break.

Buyer undertakes to comply with the principles and instructions contained in Seller's document "GLAZING INSTRUCTIONS FOR CLASSIC GLAZING". This glazing guideline was developed on the basis of many years of experience and aims to specify the optimal instructions for the use of glazing in order to ensure the long-term preservation of the functional properties after installation and to exclude disruptive influences that could damage insulating glass and shorten its lifespan. These instructions are available here: <https://www.agc-processing.cz/en/downloads/> or upon request in the Seller's offices.

1.13 CLEANING AND CARE INSTRUCTIONS

Buyer undertakes to comply with the principles and instructions contained in Seller's document "CLEANING AND MAINTENANCE MANUAL". These guidelines were developed on the basis of many years of experience and aim to set out the optimal instructions for cleaning and caring for glazing in order to ensure the long-term preservation of the functional properties of insulating glass. These instructions are available here: <https://www.agc-processing.cz/en/downloads/> or upon request in the Seller's offices.

PART II**2.1 GENERAL WARRANTY CONDITIONS**

Warranty conditions other than those specified in these General Terms and Conditions or specified by the Seller in a written contract shall not apply, unless expressly agreed otherwise in writing. The Seller reserves the right to change the parameters and presentation of his products, and also reserves the right to stop the production of his products at any time. Product samples are for informational purposes only and do not create any obligation for the Seller, unless the Seller stipulates otherwise in writing.

The optical, dimensional and other physical properties and colours of the products are subject to manufacturing specifications and standards, with more detailed information available upon request. The colours of the products may deviate to a reasonable extent among individual production series. The colour of the product must be checked by the Buyer before installation. The Seller is exempt from any liability in the case of installation, handling, cutting or modification of the product by the Buyer or third parties, with the exception of hidden defects that could not be detected by applying professional care prior to manipulation. Buyer is responsible for the proper assembly, use, storage, transportation, handling, cutting or modification of the products as specified in Seller's technical literature and generally accepted industry standards. The Buyer is obliged to request the latest technical literature (documentation) for the delivered product as well as the Seller's opinion when the products are manipulated in a manner deviating from the Seller's recommendations. Since the useful life of the product depends to a large extent on the conditions of use and maintenance of the substructure on which the product is installed, the Seller does not guarantee the useful life that may be stated in technical literature, unless the Seller has stated otherwise in writing. The Buyer is responsible for informing third parties in the role of the user or reseller of the instructions for use and installation for the product and for familiarizing any third parties with the relevant technical documentation.

The Seller is not liable for hidden or obvious defects caused by non-observance of the instructions and recommendations in current specialist literature and of recognized rules of technology. Buyer is deemed to be familiar with such technical standards, recommendations and instructions and will provide such information to third parties.

The Seller warns the Buyer of the risk of glass breakage due to temperature shock. Spontaneous glass breakage due to temperature shock can occur on any glass pane in insulating glazing if a temperature difference of more than 30° C acts on such. The risk of spontaneous glass breakage due to temperature shock is increased when insulating glass is installed on the east, south or west side of the building facade. Glass that breaks due to thermal shock absolutely cannot be claimed under warranty. Protection against thermal shock is provided by the use of toughened glass, possibly thermally toughened glass with HST or the use of heat-strengthened glass.

The Seller draws the Buyer's attention to the danger of spontaneous explosion of sodium-lime-silica toughened safety glass caused by the presence of NiS inclusions in the glass, whereby such danger can be minimized by the so-called Heat-Soak Test (hereinafter referred to as "HST"). HST is not automatically applied by the Seller and is not included in the price quote. If the Buyer requires

HST, he must do so in writing when ordering the toughened glass. Spontaneous explosion caused by the presence of NiS inclusions in the glass is an inherent property of toughened glass, it is not considered a glass defect and any claims by the Buyer for defective performance in this regard will be disregarded. By ordering toughened safety glass, the Buyer accepts this technically unavoidable tendency to self-explosion mentioned above and recognizes it as an inherent property of the glass. In view of the above, the Seller is in no way liable for damage caused by the spontaneous explosion of toughened safety glass.

At the request of the Buyer, the Seller will provide specific advice to the Buyer. To the extent permitted by the relevant legal provisions, the Seller shall not be liable for any damage or loss that may arise in connection with advice provided in this way.

Without prejudice to other agreements (including documents and regulations of the Buyer), the contracting parties agree that the Seller's liability for all damages incurred to the Buyer in connection with the Seller's breach of contractual obligations under a particular contract is limited to the amount of the purchase price in the respective contract. The Seller's liability for damages therefore amounts to a maximum of 100% of the contract-specific agreed purchase price excluding VAT. The limitation of the Seller's liability for damages does not apply in cases where the damage was caused by the Seller intentionally or by gross negligence or is based on the natural rights of a person.

AGC (hereinafter referred to as "Seller") only delivers goods up to the trade limit covered by the insurance. Seller requires that all deliveries in excess of this limit are contingent on Buyer providing additional principals. Seller also reserves the right to claim a principal if the insurance company refuses to cover Buyer's orders. In the event that the limit is exceeded, it may be considered that orders and deliveries will be suspended.

2.1.1 GENERAL WARRANTY CONDITIONS FOR INSULATION GLASS MANUFACTURED BY SELLER

The Seller guarantees that for a period of **10 years** from the date of manufacture there will be no visible change on the glass surfaces inside the insulating unit due to condensation or dust deposits that could be attributed to a defect in the hermetic seal of the insulating glazing – provided that it is used under normal climatic/structural conditions.

This guarantee applies under the following conditions:

- The insulating glazing has been specified (e.g. glass thickness), stored, handled and installed in accordance with regulations or good practice for use in a particular market (national guidelines) and the instructions in the Seller's documentation.
- The insulating glass has not been damaged by improper handling, placement, assembly or by improper care and cleaning contrary to our recommendations, nor has it been otherwise processed by breaking, cutting or grinding edges or corners, painted or covered with a film or self-adhesive tape.

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- Water does not stay in the grooves of the frame (due to condensation or seepage).
- The insulating glass is not subjected to abnormal stress due to the use of heating elements, abnormal pressure due to movements during construction work or bad behaviour of the frame.

In any case, this warranty expires 10 years from the date of shipment by the Seller. Complaints submitted after the warranty period has expired will not be considered by the Seller. When installing or finishing with mechanical means or other techniques, such as Structural Glazing, tests of the compatibility and adhesion of the coating with the sealant must always be carried out with the manufacturer of the structural sealant.

This warranty does not cover cracking or breakage of the glass. Any replacement glazing that shows a defect only after the warranty on the original glazing has expired is excluded from the warranty. Therefore, replacement glazing warranty cannot be extended beyond the period defined by the original glazing warranty.

Any extended warranty provided to Buyer by a third party (orally or in writing) shall not affect the warranty provided by Seller to Buyer.

2.2 CLAIM CONDITIONS

Complaints are resolved on the basis of the Civil Code or on the basis of other rules agreed in advance.

SELLER'S NOTE:

When assessing defects, the Seller takes into account both the existing defect standards available to suppliers of materials for the production of glass and insulating glass and the Seller's special guideline "[Product Quality Specifications – Defects in Glass and Insulating Glass](#)" see Chap. 2.3.

2.2.1 Deadlines for Customer Complaints

Defects recognizable upon delivery, e.g. breakage or damage to the packaging, must be reported immediately, but no later than by the end of the following working day.

Defects that are only noticeable after unpacking, e.g. glass core defects or dirt inside the insulating glass, must be reported within **15 days of receipt of the delivery**.

Hidden defects that only become apparent after installation, such as bulges, sagging or corrosion of the plated layer, can be **claimed up to 6 months after acceptance at the latest**.

Guarantee for condensate in the space between the panes in insulating glass: 10 years from date of shipment from manufacturer.

2.2.2 Claim Filing

A Buyer's complaint must be submitted in writing to the Seller's office within the time limit, and any call must still be confirmed in writing by the Buyer. A communication by facsimile (fax) or email will also be considered as a written claim.

2.2.3 Documentation of Claim

In order for complaints to be processed quickly, the Buyer must properly document his complaint:

- a) Description of the claimed defect
- b) Scope of the complaint – type of product, dimensions, number of items
- c) Data identifying the delivery – purchase contract number, invoice number, delivery note number
- d) Own proposed solution, e.g. discount, replacement delivery, credit note etc.
- e) Address where the complained glass can be examined

In the event of glass breakage that is found during acceptance of the goods, the following appropriate evidence can serve:

- a) For domestic deliveries, a complaint slip as an attachment to the delivery slips. In it, the condition of the delivered goods is to be confirmed by the customer and the driver.
- b) In the case of export deliveries, a note in the CMR or its addendum, possibly photo or telephone information from acceptance etc. Such a complaint cannot be accepted without such proof.

2.2.4 Claims due to Broken Glass during Transport

Complaints about broken glass during transport are processed on the basis of the handover protocol or the delivery note – see the relevant forms of the Seller or the individual VDS. In the event that the damage was caused by the shipper, the recipient of the complaint is to provide the contractual carrier or driver with the documents required to claim the damage from the insurance company.

2.2.5 Spontaneous Breakage Claim (Self-Explosion)

A complaint about spontaneous breakage (self-explosion) due to critical nickel sulphide (NiS) inclusions is only permissible if the residual risk is higher than specified by the ČSN EN 14179-1 standard.

2.2.6 Complaints about Insulating Glass with Integrated Blinds

When assessing **complaints about defects in the insulating glass itself**, the Seller takes into account both the existing defect standards available to suppliers of materials for the production of glass and insulating glass and the Seller's special guideline "**Product Quality Specifications – Defects in Glass and Insulating Glass**" see Chap. 2.3.

When assessing **complaints related to defects in the integrated blind and its mechanism**, the Seller takes into account the document "General Terms and Conditions" issued by the supplier of the integrated blind.

2.2.7 Complaint Resolution and Complaint Handling Procedures

In the event of a timely and complete complaint, a faultless replacement product must be manufactured in the shortest possible time. In the case of a complaint about insulating glass made in cooperation or from special glass supplied by other subjects, e.g. GH glass, hardened glass, special Stratobel, Tetra grid, coloured glass etc., replacement glass will be manufactured as soon as possible after the delivery of the special glass to the Seller.

The Seller informs the Buyer about the progress of the complaint procedure. The Seller must determine the validity of the complaint within 30 days of receiving it. When handling complaints, the complainant's proposal for solving the complaint must always be taken into account. If the complaint is rejected, the Seller issues an invoice for the newly manufactured product. If a complaint is rejected, the complainant must be informed immediately, stating the reason for the rejection.

Methods for dealing with complaints

- a) Financial compensation of the value of goods or services (credit note)
- b) Exchange of the claimed goods (free replacement delivery)
- c) Repair of the product (in certain cases)
- d) Granting a discount
- e) Refusal

2.2.8 Handling of the Claimed Item by the Buyer

In the event of a complaint regarding other defects and hidden defects, the Buyer must hand over the properly marked glass no later than 10 days after filing the complaint. This can be done through a carrier from the place of delivery or directly to the Seller at his registered office – unless otherwise agreed. A proper written complaint protocol must also be submitted. Without properly marked glass, a filled-in form and without the possibility to recover the claimed insulating glass from the place of delivery, the claim will be rejected.

2.2.9 Marking of Claimed Glass by the Buyer

The Buyer must properly mark the complained glass – he sticks the complaint protocol with the original order number of the Seller (written in free form) onto the complained insulating glass and marks (preferably with a marker) the defect on the pane.

2.2.10 Handling of the Claimed Item by the Seller

After completion of a complaint procedure, all complained glass is kept for 5 working days. If the Buyer does not pick up the complained glazing within 5 working days, it will be disposed of.

2.3 PRODUCT QUALITY SPECIFICATIONS – DEFECTS IN GLASS AND INSULATING GLASS

The Seller recommends that the Buyer familiarize himself with the special guideline “Product Quality Specifications – Defects in Glass and Insulating Glass” prepared by the Seller. This special guideline defines and lists the types of defects and their tolerances (permissible and impermissible defects) as well as the permissible dimensional and thickness tolerances for glass used in the

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manufacture of insulating glazing, insulating glass itself, toughened sodium-calcium-silicate glass and laminated safety glass that conform to the applicable technical standards.

When assessing defects and processing complaints, the Seller takes into account both the existing defect standards available to suppliers of materials for the production of glass and insulating glass and the Seller's special guideline "**Product Quality Specifications – Defects in Glass and Insulating Glass**".

This document is available here:

<https://www.agc-processing.cz/ke-stazeni/> or upon request in the Seller's offices.

2.4 TERMINATION OR SUSPENSION OF PERFORMANCE

Without prejudice to Seller's other rights, Seller may, at his sole discretion (i) require prepayment for all present and future deliveries or (ii) require the provision of a guarantee sufficient to cover Buyer's obligations and/or (iii) suspend deliveries or (iv) withdraw from contracts or parts thereof without prior notice, namely if:

- a) the Buyer is in arrears with the payment of the purchase price;
- b) the Buyer does not fulfil one of his essential contractual obligations;
- c) in the event of initiation of insolvency proceedings, bankruptcy, initiation of liquidation, relocation or takeover of business, transfer of business or part thereof, cessation of payments, deterioration of the customer's creditworthiness and in similar cases;
- d) in the case of confiscation or sealing of the Buyer's assets and in similar cases; or if the unpaid amount owed (both before and after the due date) exceeds the Buyer's credit limit notified to the Seller.

2.5 CIRCUMSTANCES EXCLUDING LIABILITY FOR DAMAGES

If there is a breach of contractual obligation as a result of circumstances excluding liability, the party that breached its contractual obligation in this way is not obliged to compensate the other party for the damage caused. A circumstance excluding liability is defined as an impediment that has occurred independently of the will of the obligated party and prevents it from fulfilling its obligation, unless it can reasonably be assumed that the obligated party was able to avert or overcome such obstacle or its consequences, and furthermore that it could have foreseen the obstacle at the time when the obligation arose.

2.6 DUTY OF CONFIDENTIALITY

The Buyer undertakes not to disclose the existence, content and conditions of the sales contracts concluded with the Seller to third parties (with the exception of his commercial representatives and/or intermediaries) and to use the information and data obtained solely for the purpose of concluding such contract, unless he has previously obtained express written consent from Seller to use such information or data for any other specific purposes.

The above obligation applies to all scientific and technical information related to the products sold under these General Terms and Conditions, as well as to commercial and financial information,

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regardless of the form in which it is provided. Only information that was public knowledge at the time of transmission is exempt from this confidentiality obligation.

The Buyer is liable to the Seller for all violations of this obligation of confidentiality and other provisions of these General Terms and Conditions, whether on his part or on the part of his sales representatives or intermediaries.

2.7 APPLICABLE LAW

Contracts are governed by the law of the country where the Seller is based. The United Nations Convention on Contracts for the International Sale of Goods, 1980, does not apply to these General Terms and Conditions or any contract of sale made on the basis of such. Except in cases of urgency, both the Seller and the Buyer undertake to seek an amicable solution in the event of a dispute before going to court. The court in whose district the Seller has his registered office has the local jurisdiction. In the event that the Buyer's registered office is in a country other than the country in which the Seller's registered office is located, the Seller is entitled to submit the dispute to the court at the Buyer's registered office.

2.8 OTHER PROVISIONS

If any provision of these General Terms and Conditions is declared invalid or ineffective, such provision will be applied to the extent permitted by applicable law, with the modifications necessary to make it valid, effective and enforceable and to allow the commercial intention of the parties to be achieved. The remaining provisions of the General Terms and Conditions shall remain effective, valid and enforceable.

Unless otherwise agreed in writing by Seller, Seller may assign any contract or order to any company forming part of the AGC Glass Europe Group or Seller may subcontract the production or delivery of the product.

By signing, Buyer and Seller agree to the wording of these General Terms and Conditions of AGC Processing Teplice a.s., a member of AGC Group, Za Drahou 462, CZ-41674 Teplice. Unless otherwise stipulated in these General Terms and Conditions, the other relationships between Buyer and Seller are based on the provisions of the commercial or civil code.

Signature of Buyer as proof of consent:

Signature of Seller as proof of consent:

Date:.....

Date:.....