General Terms and Conditions (GTC)

GUTMANN Bausysteme GmbH, Weissenburg (Supplier)

I. Conclusion and content of the Agreement

1.
a) All offers are non-binding.
b) The General Terms and Conditions in conjunction with the Supplier's written order confirmation shall apply to all agreements concluded with companies within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), legal entities under public law and special trusts under public law. The Buyer's general terms and conditions shall not form part of the Agreement, unless approved in writing by the Supplier.
c) Any receipt of supplies shall confirm the effectiveness of the content of the order confirmation and these GTC.
d) Our representatives may broker transactions. They may not receive payment in our name. All transactions shall only be binding for the Supplier once confirmed to the Buyer in writing.

2.
a) These General Terms and Conditions shall also apply to future agreements concluded without requiring further reference.
b) Any rescission, amendment or additional agreements as well as confirmations issued by employees shall require the Supplier's written approval. Information stated in brochures and advertisements shall not be classed as agreements on the properties of items.
c) The Buyer's rights arising from the Agreement may only be transferred with the Supplier's prior approval.
d) The right to stockpile crude metals and forex shall remain reserved. The Supplier shall therefore only be obliged to supply items to the extent possible based on the availability of the required crude metals and other materials at the prices applicable and/or usual on the day (date) of the order confirmation.
e) The Supplier holds the exclusive copyright in all commercial and technical documents prepared by the Supplier, particularly calculations and drawings. Completed documents may only be provided to third parties with the Supplier's explicit written consent. They shall be provided to the Supplier immediately upon the latter's request. The right to retention shall be excluded, unless it is based on a legally binding claim or a claim that has not been disputed by the Supplier.

3.
a) Special agreements shall be concluded for deliveries to foreign countries.
b) Goods sold for Germany shall be exclusively used or exploited in Germany and goods sold for foreign countries exclusively abroad.
c) Non-processed proof of all exports shall be provided to the Supplier upon the latter's request.
d) If the Buyer or third party violates section b) and if the proof stated in section c) is not provided, the Supplier may request a higher price or compensation for damages.

4.
The description of aluminium product surface processing at www.gutmann-bausysteme.de also applies for ordering and confirming product surface designs; for further information see - Appendix 1 -.

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II. Prices

1.
In the event of unforeseeable increases in material, labour or transport costs between the conclusion of the Agreement and delivery, the Supplier may adjust the prices to account for these factors, if delivery will take place longer than four months after the conclusion of the Agreement.

2.
a) The Buyer shall not acquire any rights in tools that the Buyer has paid for, in full or part thereof, nor the reimbursement of services for these tools.
b) Upon the Supplier's request, the Buyer shall acquire any tools not fully utilised by the manufacturing process for the Buyer and pay any non-covered tool costs within a period of two years from the tools' last use by the Supplier. These tools may be scrapped one year thereafter.

3.
Payment targets, discounts and early payment discounts shall require separate agreements.

III. Freight and packing

1.
Items shall be shipped in compliance with the delivery conditions/delivery service stated in the order. Shipping costs or a share of them shall be invoiced with the order, if applicable.

2.
Desired packaging or packaging deemed necessary by the Supplier shall be invoiced.

3.
Upon delivery, the freight forwarder or its carrier are to be provided with the same number of EURO-pallets or wire mesh crates. The freight forwarder is entitled to invoice loading carriers which are not exchanged. The autonomous maintenance of the Buyer's empties account with the freight forwarder shall remain unaffected by this regulation.

4.
The Supplier's own containers are only intended for transporting profiles between the distribution location and the consignee.

The containers may not be used for purposes other than intended, such as:
- use by the consignee for internal production circulation
- storing goods other than those delivered by the Supplier
- use by the consignee to store goods longer than current requirements (production batch purchasing, interim storage)
- use by the consignee to deliver goods to their customers or processors

The Supplier's own containers are equipped with a distinct number and can be systematically tracked in this way.
The buyer shall perform an annual inventory on a numeral level. The inventory shall be recorded electronically and in a tabular form.
Any identified differences shall lead to replacement purchases. The Buyer shall bear these costs.
The containers shall be returned to the Supplier empty and without heavy soiling. The 6-digit Supplier container number in particular must not be effaced.

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The Supplier may invoice expenses incurred in restoring containers for use. The minimum rate per return is EUR 40.00.
The Supplier may invoice the Buyer for the costs of repairing or replacing badly damaged returned containers.

IV. Goods approval

1.
a) Goods that are to be inspected in accordance with special terms and conditions shall be approved at the Supplier's plant.
Actual approval costs shall be carried by the Supplier and personal travel and accommodation expenses incurred by the person engaged to perform the inspection by the Buyer.
b) If the Buyer fails to approve goods at the Supplier's plant, the goods shall be deemed to have been approved as soon as they are manufactured at the Supplier's plant.

2.
As from sections 1 a) and b), the risk shall be transferred to the Buyer, even if the goods are transported with the Supplier's own means of transport. If the goods are delivered directly to the Buyer upon the latter's request within the scope of a pure purchase transaction, the risk shall be transferred to the Buyer upon dispatch to the Buyer, but no later than upon the goods leaving the plant/warehouse. This shall apply regardless of the goods being dispatched from the place of fulfilment using the Supplier's own means of transport or of who carries the freight costs. In any case, the Buyer shall be responsible for unloading the delivery without delay. Goods shall be unloaded by, or with the help of, the driver exclusively at the risk and cost of the Buyer.

3.
In the event of goods being returned, the Buyer shall carry the risk until the goods have been received by the Supplier.

V. Liability for defects

1.
In the event of the delivered goods showing defects that were already in existence at the time of risk transfer, the Supplier shall repair or deliver replacement goods as long as a complaint about the defect has been submitted on time. The Supplier shall be granted sufficient opportunity to repair the goods within a reasonable period or grace. Depending on the type of products, their weight, number of metres, number of units and dimensions may deviate by up to 10% upon delivery, both with regard to the final total and individual partial deliveries. The DIN tolerances shall apply to complaints regarding DIN standard goods.

2.
In the event of a mutual trading transaction, the Buyer shall submit written complaints about any defects that are recognisable during an inspection during the proper course of business immediately, but no later than after five working days. Failure to do so shall result in the delivery being deemed to have been approved. In the event of a defect being detected at a later date, a complaint shall be submitted and any processing and/or finishing work discontinued immediately.

Should the Buyer use the goods despite the defect or should the Buyer fail to submit a complaint immediately, the Supplier shall generally assume that the goods are suitable, which shall exclude a justified defect. The customer shall only be entitled to claims if § 377 HGB (German Commercial Code) was observed upon delivery of the goods.

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3.
The actual processing of a complaint about defects shall not justify non-compliance with the provisions in sections 1 to 2.

4.
If the complaint proves to be justified, the Supplier shall subsequently fulfil the Agreement by rectifying the defect or delivering non-defective goods free of charge and free of shipping costs, as requested by the Buyer, and depending on the type of product, also according to weight (metre for metre, etc.). Sections 1 to 3 shall apply to the approval of the replacement goods.
If the delivered goods are defective, the Supplier shall be entitled to choose whether to provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-free item (subsequent delivery). In the event that the type of subsequent fulfilment chosen by the Supplier is refused by the Purchaser in an individual case, the Supplier reserves the right to refuse subsequent fulfilment under the statutory conditions.
Should a defect occur, the Buyer shall give the Supplier the opportunity to remove and re-install the defective item, unless the Buyer receives a justified claim by way of supplier recourse (Section 445a BGB).
Defect claims shall not arise in the case of defects caused after the risk transfer due to incorrect or negligent handling, overuse, unsuitable or insufficient processing or particular external effects that have not been stated in the Agreement. Should the Buyer or third party perform unprofessional maintenance work or modifications, no claims for defects shall arise thereof or from the consequences of such unprofessional work. Expenses which are necessary for inspection purposes and for subsequent performance (transport, labour and material costs as well as any dismantling and installation costs) shall be reimbursed by the Supplier in accordance with the statutory provisions and these General Terms and Conditions in the event that a defect is present. However, the Supplier may demand reimbursement from the Purchaser for costs incurred due to an unjustified defect rectification procedure if the Purchaser knew or could have recognised that there was no defect.

5.
Claims for damages by the Buyer on the grounds of violations of duty or prohibited actions shall be excluded, unless they are based on actions of malicious intent or gross negligence, or violations of material contractual obligations by us or one of our vicarious agents or if we are liable for injury to life, limb and health. In the event of us being liable to pay damages, such liability shall always be limited to the damage foreseeable on the date of the conclusion of this Agreement. Claims on the grounds of a violation of duty arising from the debt relationship, except material contractual obligations, shall expire by limitation within the same period as the warranty rights. Claims on the grounds of the negligent failure to provide information on negative properties of our products shall be excluded, unless they cause physical defects and unless we have assumed additional and explicit consulting services for the Buyer. This shall not affect our liability in accordance with product liability law.

6.
The Supplier may refuse to rectify defects if the Buyer fails to meets its obligations.

7.
Technical advice and recommendations issued by the Supplier are based on diligent checks and shall not relieve the Buyer from performing its own checks for their suitability for the intended methods and purposes.

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VI. Third-party property rights

In the event of deliveries being based on drawings or other specifications issued by the Buyer which violate third-party property rights, the Buyer shall hold the Supplier harmless of all third-party claims.

VII. Delivery, approval and call deadlines

1.
The delivery deadlines shall be based on the date of delivery ex works. They shall only be a rough guide and even approved dates shall not be classed as fixed dates at any time. They shall start on the date of the evidenced receipt of order by the Supplier, but not until all order details have been clarified. The delivery deadline shall be extended appropriately if the Buyer fails to meet its obligations, the Buyer requests a change which is accepted by the Supplier, or delivery is delayed due to unforeseeable or extraordinary events at the Supplier's plant, at one of the sub-suppliers or at one of the transport companies that are outside the scope of control of these entities. The same shall apply in the event of strikes, lock-outs and force majeure. The Supplier may supply partial deliveries and partial services at any time insofar as this is reasonable for the Buyer.

2.
In the event of non-compliance with a deadline or date being caused by force majeure, mobilisation, war, riots, strikes, lock-outs or other unforeseeable obstacles affecting the Supplier's operations that are outside the Supplier's scope of control or which occur after the conclusion of the Agreement and/or of which the Supplier has obtained knowledge after the conclusion of the Agreement, the deadline and/or date shall be extended accordingly. The same shall apply to unforeseeable events with an effect on the operations of the sub-suppliers of the Supplier and which are outside the scope of control of the sub-suppliers or Supplier.

3.
In the event of the Supplier assuming liability for violations of duty arising from delayed delivery of services, such liability shall not cover lost profit. In the event of a delay lasting for longer than one month, damages may be claimed in the amount of 1% for each full week of the delay, but no more than 5% of the net order total, unless the damage to be expected according to the usual state of affairs is higher. In the event of the Buyer granting the Supplier a reasonable period of grace once the delay lasts for longer than one month, unless such period of grace is unnecessary, the Buyer may withdraw from the Agreement or claim damages in place of the service once such period of grace has expired unsuccessfully. Such damages in place of the service shall be limited to 5% of the order total. The above limited liability shall not apply if a fixed commercial transaction has been agreed or if the Supplier has engaged in acts of malicious intent or gross negligence or assumes liability for injury to life, limb and health.

4.
Call-offs and specifications of individual partial deliveries shall be performed at the most regular intervals and quantities possible and in good time so that it is possible to manufacture and deliver the goods within the contractually agreed period. If no regular schedule has been determined, the Buyer shall call orders with an appropriate notice within three months from the order confirmation date.

5.
Failure to call goods on time or at specific intervals shall result in the Supplier being entitled to

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request damages in the place of the service or withdraw from the Agreement if a deadline has been set and violated, unless such deadline is unnecessary.

6.
For deliveries within the EU, the Buyer shall provide the Supplier with its ID number as well as all other information required for checking the tax exemption status and receipts required for proving such tax exemption. Should the Buyer fail to meet this obligation on time, the Supplier shall treat the delivery as not tax exempt. In such case, the Supplier may calculate and invoice the respective VAT in addition to the order total. In the event of the Supplier wrongly assuming a delivery to be tax exempt due to incorrect information provided by the Buyer, the Buyer shall hold the Supplier harmless of all tax liabilities and carry all additional costs incurred.

VIII. Supplier's right of non-delivery, security interest and right of withdrawal

1.
In the event of the Buyer's assets deteriorating significantly to the point of infringing the Supplier's right to receive consideration, the Supplier may refuse to dispatch further deliveries until all due and non-due receivables have been paid or securities have been provided for them. If the performance of the Agreement is endangered due to the Buyer's inability to pay the Supplier and this situation continues even if the credit limit of a commercial credit insurance has been reduced, the Supplier may terminate all commercial loans, revoke all payment targets granted and demand for the Buyer to immediately settle all outstanding receivables due for deliveries as well as prepayment for new deliveries as security. The same shall apply if the Buyer ceases payments, applies to open insolvency proceedings before a court and the application for insolvency submitted by a creditor being admitted. The Supplier may also withdraw from the Agreement.

2.
Should the Supplier use its right to demand the expected invoiced amount as payment in advance, such payment shall be due immediately and in full. Any delivery dates/periods estimated by the Supplier in the order confirmation shall be postponed at least by the period required by the Buyer to settle the prepayment in full.

3.
Under the same conditions, the Supplier may, at any time, visit the Buyer's warehouse, take possession of goods subject to retention of title upon withdrawal from the Agreement and whilst offsetting their value at disposal or secure them in a form that appears suitable to the Supplier at the Buyer's costs and prohibit the sale of the goods subject to the Supplier's extended retention of title and demand the disclosure of the credit transactions.

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IX. Retention of title

1.
The Supplier reserves the right to retain the title to the goods supplied by the Supplier and any items created by processing or finishing these goods until all of the Supplier's current or future receivables due from the Buyer and arising from the business relationship have been settled in full. The Buyer shall separately store and label the goods subject to extended retention of title.

2.
The goods subject to retention of title are processed and finished for the Supplier as manufacturer within the meaning of Section 950 BGB, without this creating an obligation for the Supplier. In the event of the Buyer processing goods subject to retention of title together with other goods, the Supplier shall be entitled to co-ownership of the new items in proportion to the value of the goods subject to retention of title that have been processed compared to the other goods at the time of processing or finishing. The Buyer shall herewith already transfer the Supplier's potential co-ownership shares created by combining, blending or mixing the goods supplied with other items to the Supplier. It shall herewith be agreed that the Buyer holds the goods in its role as a custodian for the Supplier and act with the due diligence of a business person in this respect.

3.
The Buyer may only sell the goods supplied and the items created from processing or finishing, combining, blending and mixing these goods during the proper course of business and in return for cash or subject to retention of title. The goods shall not be assigned as security or pledged, nor shall any other decrees be permitted which infringe the Supplier's rights.

4.
The Buyer shall herewith already assign the receivables due to the Supplier due to the Buyer selling on the goods or any other legal reason relating to the goods subject to retention of title to the Supplier to provide the latter with security to the value or proceeds of the goods, if they do not reach the value of the goods. If the Buyer sells the goods subject to retention of title together with other goods, the Buyer shall assign the purchase price receivable for the goods subject to retention of title in full, or to the value of the processed goods subject to retention of title which are being sold in the event of the goods previously having been processed or finished together with goods not belonging to the Supplier. At a minimum, the value shall be the price agreed between the Supplier and Buyer (total value).

5.
As long as the Buyer meets its obligations, the assignment shall be treated as a silent assignment and the Buyer may collect the receivable. The Buyer shall separately book and manage the payments received on the assigned receivables.

6.
Should the value of the securities exceed the Supplier's receivables due or non-due by more than 20%, the Buyer may request for them to be released. The Buyer shall agree to insure the goods supplied and items created therefrom against accidental damage or destruction, including risk of fire and theft, and provide the Supplier with proof of such insurance upon request.

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7.
The Buyer shall notify the Supplier immediately about any third-party access to the goods subject to retention of title or assigned receivables and provide all documents required for intervention of such actions. The Buyer shall bear the costs of such intervention.

X. Payment conditions

1.
The Buyer may only offset undisputed or legally binding receivables or exercise its right to retention of title on the grounds of such receivables, unless the Buyer submits complaints about physical defects.

2.
Unless otherwise agreed, invoices shall be payable in full within 30 days from date of invoice. If any cash discount has been agreed, the Buyer may only deduct such discount if no previous invoices are left unpaid.

3.
Bills of exchange shall only be accepted as payment upon prior agreement and only for the purpose of payment and subject to the discount option. If payment is made in bills of exchange, cheques or other papers, the Buyer shall pay the discounting and collection fees, unless explicitly agreed otherwise. Any differences, such as banking fees, costs of foreign documents, etc. as well as differences between the calculated and official exchange rate on the payment date shall be carried by the Buyer.

4.
The following shall apply in the event of non-compliance with the payment conditions or other contractual provisions:
a) All of the Supplier's receivables shall become due in full without taking into consideration any bills of exchange received.
b) In the event of the Buyer defaulting on payment to the Supplier, the Buyer shall provide the Supplier with valuable securities for all of the Supplier's receivables due and non-due, at the Supplier's option.
c) The Buyer may not sell the items owned solely or co-owned by the Supplier in accordance with Section IX Paragraphs 1 and 2 and shall release them to the Supplier upon request. The Buyer shall clear off third-party rights immediately. In the event of the Supplier clearing off third-party rights, the latter shall be assigned to the Supplier and the Supplier shall be reimbursed for such expenses plus interest and costs.
d) The Buyer shall accept cash payments for the assigned receivables and bank balances in the amount to be calculated in accordance with Section IX Paragraphs 4, 5 and 6. These payments shall be forwarded to the Supplier.
e) The Supplier may, notwithstanding any further claims, request default interest in the amount of 8% above the base rate. The Buyer shall carry the burden of proof that no damage has been incurred or that the damage was significantly less.
f) In the event of the Buyer withdrawing from the Agreement (cancellation, termination, rescission) without being permitted to do so, the supplier may demand the fulfilment of the Agreement, charge any actual damage incurred, or request fixed damages for expenses and/or damages in the amount of 15% of the net order value.

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XI. Place of fulfilment and jurisdiction

The place of fulfilment for all liabilities arising from the Agreement, particularly for the payment of the purchase price, and place of jurisdiction shall be 91781 Weissenburg, Germany. However, the Supplier may initiate proceedings in the location of the Buyer's head office. The international responsibility of the German courts has been agreed with foreign buyers.

XII. Miscellaneous

1.
The Buyer may only refer to declarations issued, or to be issued, by the Buyer to the Supplier if they have been, or will be, placed in writing and the Buyer provides proof of receipt.

2.
They shall only be classed as received as from the date they are received by the Supplier.

3.
The Contracting Parties shall be governed by the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4.
The Supplier reserves all rights to the Supplier’s drawings, including in the event of a patent being issued or design being registered. The drawings shall not be copied or made available to third parties without prior consent from the Supplier. The Buyer and third parties may also not misuse them in any other manner. Violations shall oblige the perpetrator to pay damages and may be treated as criminal offences.

5.
Should individual provisions of the Agreement be ineffective, this shall not affect the effectiveness of the remaining Agreement.

GUTMANN Bausysteme GmbH, Weissenburg
As of 8 February 2024

Subject to change at any time.

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General Terms and Conditions (GTC)

GUTMANN Bausysteme GmbH, Weissenburg (Supplier)

– Appendix 1 –

Description of GUTMANN aluminium product surface processing

Ordering and confirming surface designs

1 Powder coating

1.1 Powder coating principles

Powder coating is performed in accordance with the international aluminium component coating quality guidelines (GSB AL 631). The General Terms and Conditions of GUTMANN Bausysteme GmbH also apply. You can access them at www.gutmann-bausysteme.de.

1.2 Specifications for the manufacture of an application (performing powder coating)

1.2.1 Colour pallet *(e.g.: RAL, or DB, or NCS, etc.)*
1.2.2 Shade *(e.g.: 9016, or 7016, etc.)*
1.2.3 Surface design *(e.g.: smooth or fine structure)*
1.2.4 Gloss level *(e.g. matt or gloss)*
1.2.5 Effect *(e.g. block colour or metallic)*
1.2.6 Powder property *(e.g. highly weather resistant)*
1.2.7 Pre-treatment *(e.g. chrome-free, containing chrome, extra corrosion protection)*

1.3 Minimum specifications for manufacturing powder coating

You will order with sufficient accuracy if you provide clear information on the 4 necessary specifications 1.2.1 to 1.2.4 in any case (order).

As a minimum, we require information about the desired colour pallet and shade. If no information is provided on the surface design and gloss level (only 2 of the 4 required pieces of information), we complete and confirm the 2 missing pieces of information with a "smooth" surface and gloss level "matt" and use a powder of our choice (this does not apply to RAL 9016 from existing stocks, which are basically performed in smooth gloss).

1.4 Additional information on manufacturing powder coating

1.4.1 Gloss level in different characteristics and gradations of color
To describe a degree of gloss, we generally use the common and established term "matt" and, in the case of glossy surfaces, "gloss" and "satin gloss", which we must also confirm when ordering.

Orders in deep matt and silk matt are always confirmed and performed only in matt gloss, if available.

If a glossy finish (rather than a matt finish) is desired, this must be stated in order. Orders in the form of gloss are generally confirmed in the gradation silk gloss and performed, if available.

This explicitly does not apply to RAL 9016:
With RAL 9016 it remains generally in smooth gloss, when ordered. This applies in particular to items from stock storage (for example, aluminum window sills and windowsill accessories, rain protection rails, thresholds, sash covers, etc.), which are basically designed in smooth gloss.

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1.4.2 Gloss levels according to gloss units (GU)
A service to clarify the gloss level, can be made in individual cases, but not consistently promised. If a certain degree of gloss is required, this must be specified according to the standard ISO 2813/60 °, measured in reflectometer values (GU), when ordering. In the scope of our possibilities, we check the feasibility in individual cases; if necessary, a sampling must be carried out.

As a simple rule of thumb, it can be stated that: the characteristic of gloss is expected to be performed and confirmed, when an order with specified gloss level would clearly exceed a reflectometer value of approx. 80 (GU). The silk gloss is performed and confirmed below the stated value, if available.

1.4.3 Surface design
If the “fine structure” (instead of “smooth”) surface design is required, this must always be stated in the order. This results in a “smooth” surface design and “matt” gloss level.

1.4.4 Effect
If a different effect other than “uni” is required, this must always be stated in the order, unless a certain colour is only available with another property (e.g. “metallic”).

1.5 Additionally requested or required properties
Additionally requested or required properties may increase costs and delivery times.

1.5.1 High weather resistance
If the high weather resistance property is required, this must also always be stated in the order

1.5.2 Powder specification
If no specific powder is stated in the order, we use a coloured powder of our choice. A specific powder only has to be used if it has been clearly stated in the order (powder manufacturer and unique powder number). An exactly defined powder is only used for coating if we explicitly confirm a complete powder number to you.

1.5.3 Pre-treatment
Powder applications are usually not directly related to a certain aluminium pre-treatment (various methods for improving the powder lacquer adhesion to the aluminium). Special or specific pre-treatment requirements must be ordered separately (e.g. chrome-free or containing chrome).

1.5.4 Extra corrosion protection
If extra corrosion protection is requested or required, this must always be stated in the order, including specification of the required method (e.g. pre-anodisation, sea-proof, etc.) and will only be implemented if explicitly confirmed by us to you.

1.6 RAL 7016 anthracite grey smooth matt from stocks
On 1 March 2017, GUTMANN changed the properties in the external aluminium window sill and window sill accessories product ranges from “glossy” to “smooth matt” in accordance with Sections 1.2.3 and 1.2.4.. These products from the existing GUTMANN stocks are now generally delivered in RAL 7016 smooth matt.

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1.7 GUTMANN colour charts and overviews

Colours from general colour overviews, e.g. "Surface design options/Standard RAL colours - GUTMANN colour charts (glossy/matt)" are usually confirmed and implemented according to the above principles.

Specified GUTMANN colour charts (e.g. "Premium Colour Chart" or "GUTMANN ***EXCLUSIVE"***) result in a unique surface design with regard to Sections 1.2.1 to 1.2.6 if you use the names from these colour charts in your order.

GUTMANN Bausysteme GmbH
As of 14 May 2025

Subject to change at any time.

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