

# General Terms and Conditions of Sale

## Prices

All prices represent recommended retail prices and do not include any applicable, statutory VAT. Prices listed here are current market prices, based on current prices for raw materials and wages. Any increase in price occurring after the purchase contract's signature will be charged.

For aluminum profiles with surface treatment, our pricing is based on the perimeter development of the profiles. For small profiles, we charge a minimum perimeter development of 130 mm. For surface treatment, please refer to our applicable price list for surface treatment. Profile prices will be calculated based on a price per meter. For accessories and fittings, our price list indicates prices per item or per meter.

## Fixed lengths of profiles

Our price list indicates standard profile lengths and window sills. Depending on our production possibilities, deliveries of shorter or longer profiles are available at extra charge. Also, extra charges for minimum extrusion amounts, adherence to exact number of delivered bars and retooling of the production facility will be taken into account. In such cases, we kindly ask you to send a separate request.

## Freight and packaging

A delivery charge of 0.5% is made for delivery and packing costs with our scheduled delivery service or as per the agreed delivery conditions. Parcel service and express delivery costs will be invoiced. Non-returnable packaging will be invoiced at cost and will not be collected. Hydro Building Systems Germany GmbH (HBS) also delivers its goods in returnable packaging, which remains the property of HBS, and for the use thereof an initial fee is charged, which is then refunded upon proper return.

The purchaser needs to handle reusable packaging according to HBS's specifications and must return packaging to HBS as agreed upon. If reusable packaging is returned more than 6 months after delivery HBS will be entitled to refuse to take back the packaging and also to refuse reimbursement of the fee paid for packaging. Furthermore, HBS is entitled to invoice all costs incurred. This also applies if reusable packaging has been damaged.

The transport costs incurred for the material to be coated from and back to the customer are invoiced to the customer at standard market rates of transport costs including the handling fee of WICONA and plus VAT.

With delivery of profiles in our transport racks and skips these should be announced as free after at the latest 6 weeks.

From the 7th week a rent of 7.00 € will be charged per rack/skip and opened week.

Generally, whenever the purchase specification is "express", delivery is EXW.

If the purchased goods need to be delivered to a specified surface treatment facility, please note the expected delivery date(s) as specified on the order confirmation. Production at the surface treatment site is beyond our control and we shall not be liable for any additional costs or delays arising from any reason whatsoever.

## Surcharges for minimum quantities

Our minimum order amount is 50 € plus VAT. For gasket frames, the minimum order quantity is 25 pieces per item number. Extra charge for smaller quantities is 100 € plus VAT per item number.

## Surcharges for minimum quantities with surface treatment

As per our price list for products with surface treatment.

## Delivery

**All profiles, accessories and fittings marked accordingly on our price list will be delivered from warehouse stock – prior sales reserved.**

## Return of goods and cancelled orders

For stock items, 20% of the product value will be deducted from the price, at least 100 € however. Please note that the amount will only be credited if the products are returned in their original packaging and shipping units.

Generally, the amount will only be credited if HBS approves the return. Items not included in our stock program cannot be returned. Returns from deliveries dating back to more than 6 months will not be accepted. Customers are bound to properly store the goods, to package them securely for return and to deliver them in resalable condition.

In principle, cancellations and postponements of stock items are only possible after discussion with, and with the express consent of, the person responsible. Any costs for re-storage or for transport already incurred can be obtained from the person responsible. We reserve the right to invoice up to 10% of the value of the good for cancellation costs.

## Material and dimensional tolerances

Hydro profiles are manufactured from the aluminum alloy EN AW-6060 T66 (AlMgSi0,5 F 22) using an extrusion process with artificial ageing according to DIN EN573-3 and DIN EN755-2. The above alloy is resistant to corrosion, easy to anodize and presents high stability. Technical delivery terms and dimensional tolerances are as defined in DIN EN 12020-1 and 12020-2 or DIN EN 755-9. Profiles of the series WICSOLAIRE and WICSLIDE 65 are manufactured from the aluminum alloy EN AW-6060 T6 (AlMgSi0,5 F 22) using an extrusion process with artificial ageing according to DIN EN573-3 and DIN EN755-2. Profiles of the brand Hydro Building Systems Germany are manufactured from aluminum alloys EN AW-6060 T6 (AlMgSi0,5 F 22) or EN AW-6060 T66 (AlMgSi0,5 F 22).

## Premium steel material

Profiles from stainless steel are manufactured using a cold deformation process. For stainless steel profiles, the material used is a strip of austenitic stainless steel, material no. 1.4401, short name: X 5 CrNi – Mo17-12-2 (according to DIN EN 10088-1), surface quality 2B (according to DIN 10088-2) in order to obtain good resistance to corrosion, smoothness and evenness. Ground steel with a grain size of 400 and covered by a protective film is used for visible surfaces. Depending on the respective requirements, technical delivery terms and dimensional tolerances are as defined in ISO 2768-C, tolerance class C.

## Fittings

The design of fittings and comparable components as well as their protection against corrosion depends on the strains to be expected and on Hydro specifications. The respective manufacturer will choose the fittings depending on permissible loads.

In order to protect any movable fitting parts against wear and corrosion, maintenance by the user is mandatory. Frequency of cleaning and care depends on the requirements due to mechanical and chemical environmental impacts and in accordance with the manufacturer's specifications (available on request).

## Quality assurance for fittings:

Required material characteristics will be assessed as follows:

- For windows and French doors, quality requirements according to RAL-RG 636/1 and RAL-RG 716/1 must be met. Durability, protection against corrosion, reveal test, operability etc. of tilt-/turn fittings will be assessed according to European standard EN 13126. Upgrades for burglary-resistant fittings are according to DIN 1804-2.
- Door fittings and special fittings are according to the requirement in VOB, part C, DIN 18357: 2000- 12 and according to the respective RAL tests. RAL-RG 607/8 defines the set of standards which apply to the multitude of individual door fitting parts. A certificate of compliance has been allocated to current regulations. Also, the standards in the Construction Products List, such as standard ENV 1627 for burglary-resistant doors, determine the quality of the respective building products.

For security products such as smoke and fire protection elements, the applicable standards as well as the current approval certifications and test reports apply.

Surface protection of fittings:

- parts made from stainless steel according to DIN 267, part 11, – without surface treatment.
- parts made from steel produced in a special process or according to DIN 50960 galvanized, chromated and with an additional, enhanced protective coat against corrosion.
- Nonferrous metals:  
All visible parts are anodized or coated according to the agreed color sample, while respecting all provisions regarding surface protection made by the Institutes for Quality Assurance.

## General

In addition to these sales terms, our general delivery and payment terms – which you have already been provided with – apply.

Individual components need to be stored in a dry and frost-free place. The indications in our workshop manuals have to be respected and are part of the contract.

## Abbreviations used in currently applicable price list

- HS** = (German: "Halbschalen") Semi-shells of a profile, limited stock available for quicker processing of orders containing bicolor products.
- AN1** = only anodized in E6/C0
- AN3** = only available in anodized design for bondings in structural glazing
- +** = processed profiles
- L** = on stock
- !** = not available from stock, please note extended delivery times, possibly lower-quantity surcharges apply
- X** = Sell-off item which is potentially only available in limited quantities or out of stock. Reorders may entail longer delivery times or additional costs.
- ZE** = Surcharge anodizing E6/C0 refer to our applicable price list for surface treatment
- P** = profile
- Z** = accessory
- B** = fitting
- T** = tool
- N** = Net price
- Z2** = plus an extra charge of 320 € per order/ RAL color (metallic or DB colors at request); anodized surfaces generally only at request
- Z4** = Minimum order value € 100, - per order item, for special colors (not RAL of your choice) surcharge on request
- M60** = Minimum order quantities, surface surcharge treatment at request, additional powder costs may apply
- M100** = Minimum order quantities, surface surcharge treatment at request, additional powder costs may apply
- ®** = registered trademarks  
Hydro Building Systems Germany GmbH,  
Ulm, Germany

# General Terms and Conditions

## 1. Terms of the contract, law applicable

- a) Our written order confirmation and these General Terms and Conditions are definitive for our contracts. Any conditions or arrangements other than these, and any verbal agreements require our specific written acknowledgement.
- b) All our legal relationships are subject to the law of the German Federal Republic. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

## 2. Offers, price, payment, securities

- a) The offers made by us are subject to confirmation. Any taxes and other charges arising in the country of destination for our deliveries and services shall be borne by the purchaser. To the extent that there is no agreement to the contrary, the prices and conditions of the pricelist in force at the time the contract is concluded shall apply.
- b) Payment shall be net cash within 30 calendar days from date of invoice. The date of receipt of payment shall be definitive for observance of the payment terms. Non-cash payments are accepted for the purpose of fulfillment and any expenses shall be borne by the purchaser. We accept bank drafts only on the basis of a specific written agreement. We shall determine against which of our receivables incoming payments are offset.
- c) In the event that our term of payment is exceeded, we charge interest of 9% above the base lending rate. The assertion of further damages caused by default shall remain unaffected.
- d) Offsetting, retention and counterclaims are only permitted if the counterclaim of the purchaser can be proven legally or is undisputed.
- e) If performance of the contract is jeopardized due to lack of performance on the part of the purchaser which is present even with cancellation of the credit limit of a commercial credit insurance, then we may refuse the service incumbent upon us and furthermore revoke all the payment terms granted by us as well as demand payment in advance as security. In addition we have the right to withdraw from the contract.
- f) If the purchaser should be in default of payment or fails to discharge a bank draft when it falls due, we shall be entitled to take back the goods and enter the premises of the purchaser to this end. We may also forbid the resale, the further processing and the removal of the delivered goods.

## 3. Risk, surrender, trading terms, transport racks

- a) On handing over the goods to shipper or carrier, at the latest however on leaving the warehouse or supplier works, risk passes to the purchaser. This also applies to delivery DAP.
- b) The purchaser is not permitted to reject part deliveries. For shipment we determine shipper, carrier and shipping route.
- c) The INCOTERMS<sup>®</sup> 2020 shall apply to all trading terms.
- d) Our goods are supplied on special transport racks. The purchaser must handle the transport racks as per our instructions. In the event of a delay in returning the transport racks, damage to or loss of same, we shall be entitled to charge the purchaser for any costs arising.

## 4. Time of delivery, delay in delivery, default

- a) Delivery periods and dates always only describe the approximate time of delivery exworks or ex-warehouse.
- b) Our delivery obligation is on the proviso of punctual and correct self-supply, unless we are responsible for the non-punctual or delayed delivery or non-delivery. An agreed delivery with binding effect is extended by at least 2 weeks in the event that we not supplied on time.
- c) Delayed delivery through Force Majeure for which we are not responsible entitles us to postpone the delivery in proportion to the delay and to the extent of its effect. Force Majeure is constituted by stoppage, loss of production, problems with supply, industrial dispute and other circumstances which substantially impair delivery for us. If the manufacture or the delivery of the goods is delayed for more than 6 months, we may withdraw from the contract.
- d) Delay on our part shall only be constituted if after the due date we do not at the written reminder from the purchaser provide reasonable grounds within a reasonable period of grace. It is also a precondition that the purchaser is not himself in default with an obligation from the business relationship, in particular his payment obligation. If his last specification released by the purchaser is less than 30 days before the agreed delivery date, the agreed delivery date shall be postponed in the line with this period.

## 5. Weight, quantity, dimensions, deviations

- a) The purchaser must provide evidence of any deviations in terms of weight, quantity or specification of the supplied goods from our details as shown on the delivery note and invoice.
- b) Depending on the nature of the manufactured goods, deliveries up to 10% above or below the agreed weights or quantity are allowed. DIN/EN tolerances shall apply to the prescribed dimensions, otherwise the deviations customarily permitted in the trade. References to standards, material specifications, factory inspection certificates etc. are no guarantee for the quality of the goods.

## 6. Retention of title

- a) The goods shall remain our property until final completion of all present and further claims arising from the business relationship with the purchaser. The purchaser shall store our goods free of charge.
- b) In the event of our goods being processed by the purchaser we shall be deemed manufacturer without any obligations arising to us as a result, and shall acquire title to the goods newly arising there from. If processing takes place together with other materials, we shall acquire co-ownership in relation to the invoiced value of our goods to that of the other materials. In the event of compounding or mixing of our goods with an article of the purchaser, these shall be deemed the principal article, joint ownership of the article shall pass to us in proportion of the invoice value of our goods to the invoice value or – in the absence of such – to the commercial value of the principal article. The purchaser shall in this event be deemed the custodian.
- c) The purchaser shall assign to us by way of security any claims arising from the sale of goods to which we have title here and now to the extent of our share in the goods sold.
- d) The purchaser shall be entitled to avail himself of the goods in our possession in the normal course of business and call in the assigned claims in so far as he fulfils his obligations arising from the business relationship with us promptly – in particular as regards payment conditions – and any risk to our retention of title is excluded. Otherwise we are entitled, at the expense of the purchaser, to demand surrender of the goods to which we have title. The purchaser declares here and now his agreement to our access to the land and buildings where our goods are located for the purpose of stocktaking and possession. Furthermore we are entitled to revoke the right to call in receivables. We may demand that the purchaser notifies us of the goods to which we have title and also the claims assigned to us and of their debtors, gives all the information necessary for the collection, hands over all the relevant documentation and discloses the assignment to his debtor.
- e) Should the value of the securities exceed our receivables by more than 20%, at the request of the purchaser we shall to that extent release securities of our choosing.

## 7. Claims due to defects

- a) The good must be inspected immediately. We must be notified immediately in writing of any material defects, incorrect deliveries and shortfalls in as much as these can be identified by reasonable inspections, at the latest however within 7 days from receipt of the goods. In the event of a defect being detected at a later date which was not possible to detect at the first inspection, written notice must be given – after immediately ceasing any refining or processing – immediately upon being detected. § 377 HGB (German Commercial Code) shall apply, the later to this extent taking priority over the provisions of BGB (German civil Code). If the customer refines or processes the goods, we may assume that the goods are suitable for use by the customer.
- b) If the customer omits to make immediate notification in consideration of the defect, the goods are deemed to be approved. The same applies if the customer fails to allow us at our request to make an adequate examination of the defect.
- c) As soon as the defect is reported the customer must simultaneously and irrevocably make his wishes known as regards removal of the defect or the delivery of a defect-free article as customer's wishes, remove the defect free of charge or supply replacements carriage free to the original destination against return of the defective goods weight for weight or take back the goods and make a refund for the payments already made. If the nature of subsequent fulfillment selected is only possible at unreasonable expense, we shall immediately undertake the other form of subsequent fulfillment.
- d) The customer may after two failures to remedy defects or make replacement delivery assert his right to withdraw or demand a reduction in the purchase price. Any period imposed on us to fulfil the contract by the customer or imposed prior to this shall only commence from this point onwards.
- e) The customer may not derive any rights from defective part-deliveries for the remaining part-deliveries.
- f) The terms in section 7a) to e) shall apply accordingly if the contract pertains not to the delivery of fungible goods but the delivery of goods designed and manufactured according to individual specifications or if we draw up design and processing proposals in addition to the delivery or as an independent service we give different instructions.
- g) To the extent that the purchaser uses parts external to the system, the purchaser must in the event of any damage provide evidence that the damage would have occurred even if system components had been used. Otherwise to this extent the claims based on defects and claims for compensation cease to apply.

## 8. Technical advice, warranty

- a) We provide technical advice to the best of our knowledge ability. It is however not binding and does not release the customer from making his own inspections and tests. The customer is responsible for the compliance with legal and government regulations when using our goods.
- b) The parameters and information on scope of supply, dimensions, weights, materials, appearance and performance specified in catalogues, brochures and orders etc. are intended as a description of the subject of the delivery and do not represent a guarantee for quality or durability. Declarations of guaranty must be made expressly and in writing in order to have legal force. If at the time of transfer of risk the goods lack one of the properties of the nature guaranteed, we shall, according to the customer's wishes, remove the defects free of charge or make a replacement delivery free to original destination against return of these goods or take back the goods and give a refund for the payments already made.

## 9. General limitation of liability

- a) In as much as no compelling legal regulations oppose them, we acknowledge direct and indirect compensation claims of any kind with the exception of personal injury only in the event of personal intent or gross negligence and only to the extent of the cover and payment of personal liability insurance. To the extent that any claims to compensation remaining from this insurance are not covered, for example due to delay or impossibility, our liability shall be limited to an amount equivalent to five times the price of the defective delivery or performance.
- b) The customer shall, immediately upon detecting a defect, take every possible step to prevent any further damage. Upon notification of the defect the customer must estimate the amount of damages expected of him. Immediately upon any circumstances occurring which might cause the amount of damages to reach or exceed five times the value of the relevant delivery or performance, the customer shall notify us in writing; the same applies to any circumstances arising later which may affect the level of damages. If the customer fails to make this notification, we shall not be obliged to grant financial losses above this amount.

## 10. Limitation of claim

- a) In events where the customer is not the consumer, any claims due to defects and claims for compensation shall expire in one year from delivery or performance, for agreements of a longer period of limitation for claims due to defects with expiry of the latter.

## 11. Third party patent rights, right to tools

- a) If in the case of deliveries made to drawings or other details of the purchaser Third Party patent rights are violated, the purchaser shall release us from any claims.
- b) The purchaser obtains no rights to the tools themselves through full or part remuneration of tooling costs.

## 12. Privacy statement:

According to the provisions of the General Data Protection Regulation 2016/679 and the federal and state data protection laws, the customer is informed that the personal data provided will be incorporated into a file owned by Hydro Building Systems Germany GmbH whose purpose is the initiation and execution of any PO or contract. You can exercise the rights included in the aforementioned Regulation at any time, accrediting identification, at the following address: Hydro Building Systems Germany GmbH, Data protection officer, Einsteinstrasse 61, 89077 Ulm or by email to: MMartin@intersoft-consulting.de. If you want to obtain more information about us and about our Privacy Policy, please access the following link: <https://www.wicona.com/en/de/System-pages/Data-protection/>.

## 13. Place of fulfilment, place of jurisdiction, other

- a) Unless there is any agreement to the contrary, the place of fulfilment for our deliveries „ex-works“ shall be the supplier works, for the remaining deliveries our warehouse.
- b) Place of jurisdiction is Ulm/Donau, should we so choose also the domicile of the purchaser.
- c) Should a provision of these General Terms and Conditions be or become invalid, the effectiveness of the remaining terms shall remain unaffected.