General Terms and Conditions for our Construction Business

1. Structural analysis

Technical details we provide apply solely to our products. Advice is given in accordance with information provided by the customer, is only applicable to approximate assumptions made which are to be verified by the customer, and is limited to the specific use in question. Oral statements and statements which are referred to as being non-binding shall in all cases be without obligation. Our liability is limited to intent and gross negligence. Liability for consequential loss is excluded. Statements made by us do not exempt customers from obtaining regulatory approval. Approval given on an individual basis does not form part of the scope of services provided by FLACHGLAS Wernberg GmbH. Notwithstanding that we have offered for sale the glass structures and glass thicknesses as specified by you, we have not performed any statics checks as to the accuracy of the given glass thicknesses.

We ask that you adhere to all general guidelines and regulations, as well as any that are applicable in your specific state/country. Structural analysis, component tests, climate calculations and other engineering services do not form part of our scope of services.

2. Spontaneous fracture of toughened safety glass

Nickel sulphide inclusions may cause toughened safety glass to spontaneously fracture. A heat-soak test can reduce this risk significantly. However, even with the most advanced testing (heat-soak testing for toughened safety glass) it is still not yet possible to separate out 100% of all such panes of glass, leaving an unavoidable residual risk. If fractures occur, these shall not constitute grounds for a complaint. All claims are excluded. Products made of toughened safety glass may fracture spontaneously and fall down in individual or interlinked fragments. It is the responsibility of the user/designer to decide in each case whether these products are suitable for the intended use.

3. Varying position of coatings

When combining insulated glass with coatings applied at varying positions, slight discrepancies in transparency and appearance may result.

4. Minimum order value

Customers are charged a minimum net order value of EUR 50.00 plus packaging and postage plus any applicable energy and toll charges plus value added tax.
5. Surface calculations

For model panes of glass the smallest surrounding rectangle is used. With structured glass a larger surrounding rectangle may be required in order to implement a particular structure as desired.

Mono glass measurements are rounded up 1:1 (to the nearest centimetre), whereas for insulated glass this is 3:3 (again rounded up to the nearest centimetre).

Insulated glass is based on a minimum edge measurement of 30cm.

6. Transport breakage insurance

Our offering prices do not include transport breakage insurance. By special customer request we can arrange transport breakage insurance at the time of placing the order at a cost of 1.5% of the order value. Such insurance shall be valid for a maximum of 8 calendar days from the date of dispatch to the time at which the goods reach their initial unloading point.

7. Cost of services that fall outside the scope of the contract

Changes or additions to the services/delivery shall be charged extra. The supplier shall not be obliged to provide the services/delivery unless prior financial agreement has been reached in respect of any extra-contractual services.

In the event of reductions in quantity or changes to the dimensions of products ordered in comparison with the bill of quantities quoted originally, the supplier shall be entitled to increase the agreed unit price.

8. Packaging

We reserve the right to determine the type of packaging materials to be used (wooden boxes, wooden frames, metal frames).

Packaging materials, the manner in which products are packaged and the relevant means of transport shall be selected so as to ensure optimum use of the hold.

Packaging will generally be arranged in accordance with transportation and production requirements.

The largest dimensions of the packaging unit shall determine the length of packaging.

If certain package weights or special packaging sequences are required, this should be mentioned when requesting the initial quote and in any event no later than the time at which the order is placed.

We shall be happy to inform you on request of any additional charges that may arise in connection herewith.

Please note that special packaging requirements cannot be changed or requested once we have received the order confirmation.
9. Delivery schedule once the order has been placed

Provided a delivery schedule has not already been agreed at the time of placing the order, the customer shall provide the supplier with a delivery schedule within no more than 14 days from the date on which the order was placed. As soon as the supplier consents to the delivery schedule in writing any delivery dates stated therein shall become binding upon both parties. If the customer is late in providing the delivery schedule the supplier shall not be obliged to carry out the services/delivery. Should the delivery date envisaged by the order confirmation be exceeded for reasons for which the customer is responsible, the agreed price may be adjusted accordingly if costs have changed (increase in costs in the interim).

10. Call off orders

In the event of a call-off order having been placed the customer shall be obliged to request delivery within a reasonable period of time. A period of more than 20 working days between the provisional delivery date stated in the order confirmation and the actual call-off date shall be considered to be unacceptable. If goods are not called up within 20 working days from the provisional delivery date stated in the order confirmation we shall be entitled to place the goods in storage at the customer's expense and risk. The goods shall be deemed to have been called up and delivered. In this instance the customer will be obliged to make payment without delay.

11. Delivery

When placing an order it is the customer’s responsibility to diligently provide details of the intended destination (unloading point or place at which the goods are to be used) and recipient, as well as notifying us without delay of any scheduling changes. We shall be released from any further duty to deliver in the event of the customer breaching any of its incumbent obligations. We shall, furthermore, be entitled to recalculate freight costs or claim damages.

When vehicles which have been dispatched on our behalf are making a delivery, the customer shall ensure that the unloading point is such that said vehicles can approach the site unimpeded on a good road surface and without waiting times so as to unload the goods, that the unloading point is operational and ready to receive the delivery at the time of delivery, that an authorised member of staff is available to accept the delivery documentation, to specify where the goods are to be stored and to sign the delivery note, and finally that sufficient staff and equipment are available to unload the delivery at the unloading point. In the event of any breach of these obligations we shall be entitled to act at our discretion at the customer's expense and risk; the customer shall have no right to make any claim for damages in this respect. We shall, in particular, be entitled to refrain from delivering the goods that are ready and waiting to be delivered and to charge the customer for our freight costs and/or waiting time.

The customer will be charged extra if help with unloading is requested (and this includes any unloading equipment). In assisting with unloading we shall not, however, accept any additional liability or transfer or risk. Partial deliveries shall be acceptable provided this is not unreasonable for the customer.
Transfer of risk

The risk of accidental loss and accidental deterioration of the goods passes to the customer the moment the goods are delivered to their destination, or in the case of a purchase by consignment at the time the goods are transferred to the carrier, haulier or other relevant person or institution charged with executing the delivery. The same shall apply if the customer is late in accepting the goods. When vehicles which have been dispatched on our behalf are making a delivery, risk shall be transferred to the customer the moment the goods are delivered to destination. The customer shall ensure that a neutral person checks the delivery prior to it being unloaded, particularly with regard to possible damage, so as to safeguard any claims that may exist against the carrier.

12. Duty to inspect and give notice of defects

The customer shall inspect the goods without delay to ensure that they are in keeping with the contract, particularly in respect of any discrepancies in the type or quantity of goods, as well as investigating any obvious defects. Any notice of defects following the detection of a defect, shortage or incorrect delivery must be conveyed in writing without delay. The notice of defects must clearly state the type of goods being rejected and the nature of the defect, as well as including the number of the delivery note. Firm conclusions as to the condition of the delivery at the time of transfer of risk cannot be drawn from any samples or the finished component or structure, since the condition of the delivery also depends on how it was treated and on external factors. The customer must not process any goods which have been rejected or which are obviously defective. We shall not be liable for any damage resulting from failure to comply with this obligation.

13. General information on technical data and pricing

Please take note of technical data, dimensions and tolerances as stated in our 08/2007 price list along with the current edition of the Glass Manual published by the Flachglas Markenkreis.

14. Supplementary offers

Should any of the provisions above be void this shall not affect the validity of the remaining provisions. The void provision shall be replaced by a different provision that equates as closely as possible to the intention of the void provision from a legal and economic point of view.