

As of 04/2020

Special Terms and Conditions

in addition to our General Terms and Conditions of Sale and Delivery

1. General provisions

These Special Terms and Conditions supplement the General Terms and Conditions of Sale and Delivery and apply to our insulating glass, laminated safety glass final cut sizes and thermally toughened safety glass panes.

Important information in regard to ordering:

The technical information contained in the most recent edition of the Glass Manual published by Flachglas MarkenKreis and our Technical Information apply. The customer must take notice of this information.

2. Prices and pricing

Deliveries are made ex works. As a rule, our prices are stated per square metre, carriage forward, uninsured and packed.

Surface calculation of insulating glass panes

To calculate pane surface areas, width and height are rounded up to the next whole number of centimetres that is divisible by 3. The minimum measurement for billing purposes is 30 cm per edge. The minimum billing basis is 0.50 m².

In the case of insulating glass panes that diverge from a right angle or that are to be cut according to a model, billing is based on the systematically calculated smallest enclosing rectangle along with the model surcharge; here, the resulting measurements are likewise rounded up to the next whole number of centimetres that is divisible by 3. For structural glass, a larger enclosing rectangle may be necessary to realise a desired structure. In this case, we calculate the smallest enclosing rectangle necessary for manufacture. The unit prices are rounded up to the next full 10 cents.

Surface area calculation for laminated safety glass final cut sizes

Surface areas are calculated 1:1 to two decimal places and rounded up to the next whole centimetre. Modelled panes are calculated on the basis of the smallest enclosing rectangle. Unit prices are rounded up to the nearest full 10 cents.

Surface area calculation for toughened safety glass

Surface areas are calculated 1:1 to two decimal places and rounded up to the next whole centimetre. The billing basis for modelled panes is the systematically calculated smallest enclosing rectangle. For structural glass, a larger enclosing rectangle may be necessary to realise a desired structure. In this case, we calculate the enclosing rectangle necessary for manufacture. The unit prices are rounded up to the next full 10 cents.

Small glass units

When panes fall below a certain m² figure, we charge for minimum billing surfaces or surcharges according to the current price list.

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Oversizes

When a certain edge length is exceeded, we calculate surcharges according to the price list in effect at the time of offer.

Minimum invoice amount

For each order, inclusive of packing and shipping costs, there is a minimum charge of EUR 50.00 net.

3. Delivery dates and order fulfilment

The delivery date is in all instances the date of shipment ex works.

Changes to an order can be considered after the order is placed only subject to certain reservations. These include the following:

In the case of orders that have already been confirmed, the order number must be provided.

Amended orders are deemed confirmed only once we have issued our written order confirmation. Please note that a change of delivery date is to be expected when corrections are made.

Changes are permitted only when it is still possible to further optimize the production process to create extra capacity as needed.

If an order is already in the manufacturing phase, then the deliverable will be delivered as originally ordered. No changes are possible if delivery is scheduled to occur within two business weeks.

4. Packaging

Panes are packaged according to transport and production-related requirements, either in disposable or reusable crates or on reusable transport racks. The package length is defined as the largest dimension of the packaging unit. Customer requests for delivery in special packaging (e.g. disposable racks, or according to a certain packing sequence or special-case packing specifications, or in solid-panel or specially designed crates, etc.) can be accommodated as our capabilities allow and are subject to a charge; see our services.

According to § 154 of the German Packaging Act (Verpackungsgesetz – VerpackG), the customer is entitled to return to us our disposable packaging materials. These can be returned to us only during business hours.

Returned disposable packaging materials must be clean, free of foreign substances and sorted by type of packaging material. Otherwise, we are entitled to demand reimbursement of any extra costs incurred in disposal.

Specific packaging weight limits that cannot be exceeded are noted as such in the purchase order. The customer shall bear any additional costs incurred for packaging.

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Reusable packaging materials are subject to the provisions of the General Terms and Conditions of Sale and Delivery in effect at the time of order. In regard to pricing for reusable packaging materials, see our services.

5. Shipping and insurance

All unloading by crane is performed at the customer's expense and risk.

To ensure that shipping from our factory proceeds smoothly, we reserve the right to choose the carrier.

By special request, shipments can be insured against general transport risks for seven days after the actual date of dispatch. The insurance premium is 1.5% of the value of the goods in the case of flat panes and is invoiced along with the deliverable. The amount of the premium for curved panes is available on request.

Once the cover period has expired, the shipment is no longer insured. Transport damage notices can be considered only if they are brought to our attention, in writing, no later than eight calendar days after receipt of the deliverable at the initial unloading site. Obvious transport damage must be noted as precisely as possible on the transport document. It is the recipient's responsibility to inspect the shipment on arrival, and before issuing a delivery receipt, to determine whether the shipment is complete and externally undamaged. The recipient must ensure that all evidence is preserved. Once the notice period has expired, we must reject claims for damages.

6. Complaints, claims for defects and liability

The provisions of the General Terms and Conditions of Sale and Delivery in effect at the time of offer generally apply to claims for defects and liability.

Panes must be inspected for defects before they are installed.

If inspection of the glass and/or notice of any defects is delayed, we must deny the claim as unjustified. We initially charge for replacement deliveries. We issue the equivalent credit only once we have acknowledged the claim. We expressly reserve the right to have panes inspected for which a complaint has been made.

Warranty for insulating glass panes:

We provide our customers with a five-year warranty, effective from the date of delivery from our Wernberg production facilities, that the transparency of our insulating glass panes will not be impaired under normal conditions by the formation of condensate on the pane surfaces in the interior space between the panes. If such defects occur, we deliver replacements in kind for the defective units free of charge; other claims are barred. This warranty applies exclusively to insulating glass when used in building construction. Excluded from this warranty are curved insulating glass units.

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The conditions for this warranty are that the installation instructions in our glazing guidelines for insulating glass are complied with exactly, that no processing or other alterations are undertaken on the panes, and that the pane lamination has not been damaged.

The period for warranty claims in respect of our insulating glass panes begins to run upon discovery of the defect within the five-year warranty period and ends six months thereafter. Our General Terms and Conditions of Sale and Delivery for glass products for the domestic market in effect at the time of order apply mutatis mutandis.

7. Special notices

Modelled panes:

The surcharges for modelled panes are calculated on the basis of the sketches for the defined model forms or the single-sheet glass units for insulating glass; see the price list in the "Technical Information" or consult the Glass Manual published by Flachglas MarkenKreis.

No templates are required for the listed models, but we need precise dimensioning pursuant to the listed designs. The entered dimensions are binding for us.

If templates are nevertheless provided, we shall charge for them according to cost; see the service catalogue.

Models / templates must be sent to us free of charge.

For panes with angles less than 35 degrees, please contact us.

Structural glass:

For structured glass elements we ask that, when placing a purchase order, the customer provide us with information concerning their structural position and structural direction; see the price list in the "Technical Information" or consult the Glass Manual published by Flachglas MarkenKreis.

If we receive no information, we will manufacture the structural direction in parallel with the upright edge.

Unless otherwise noted, we assume that the dimensions are specified in the order width x height.

In the case of structural and coloured glass, pattern shifts and differences in colour nuance are possible as artefacts of production.

8. Ordering information

Ordering information for insulating glass panes:

Glass structures in our order papers

In our order documents, we confirm glass structures as a rule from "outside" to "inside". Unless otherwise noted in the purchase order, we assume that the glass structure is specified in the aforementioned order.

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Storage

Stacked glass units should always be stored in dry, well-ventilated rooms that are protected from the elements. Glass units must be stored in a standing position only. The underlying supporting surfaces and the supports used to prevent tipping must not cause any damage to the glass or edge seal and must be positioned at a right angle to the surface of the panes. Individual glazing units must be separated by intermediate cushioning layers. Glass-on-glass and glass-on-metal contact must be avoided! Glazed insulating glass packing units must not be exposed for long periods to direct solar radiation or other heat sources as such exposure poses the risk of stress fractures (thermal breakage). The customer must therefore protect the units accordingly prior to glazing.

Information concerning purchase orders for thermally toughened safety glass:

vetroDur® thermally toughened safety glass can no longer be worked once it has been manufactured. All dimensions, drilled holes, sections and the desired edge work must therefore be specified in the purchase order itself.

As a rule, all glass is provided with at least arrised edges. These are necessary for manufacture-related reasons and are produced even when an unworked edge is ordered. Arrised edges are included in the price of the glass. This type of edge working does not give rise to a claim for a visually flawless glass edge (cf. DIN 1249 Part 11).

In the case of modelled panes, various types of edge working of a pane are possible if hand grinding is necessary.

For panes with non-straight edges, the edges must be worked by hand (manual labour). In this case, the visual impression may differ from that of straight edges. This is an artefact of production and does not constitute grounds for complaint.

Recommendation: To achieve a uniform colour impression, vetroDur® grey, bronze or green should be selected in the same pane thickness for the window and façade glazing of a property since colour shades become darker as glass thickness increases.

The vetroDur® stamp

Every pane is provided with our vetroDur® trademark to identify it as thermally toughened safety glass. We will gladly comply with requests for a specific placement or position of the stamp insofar as production-related constraints permit. The desired position of the stamp must be specified in the order.

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