

Product Warranty for Project Name

This FT-Vilstal GmbH warranty of quality is granted to:

Project Name

Project Address

City, Postal Code

Country

("the Customer");

by FT-Vilstal GmbH, whose office is at Hammbergstrasse 4, 92286 Rieden/Vilshofen, Germany

("FT-Vilstal")

and is dated 09 April 2021

Warranty of Quality

FT-Vilstal windows and doors are produced in accordance with the most advanced design and manufacturing technology and based upon creative yet practical glazing solutions. Every step of the design and manufacturing process is subjected to rigorous quality control which ensures our confidence in our window products and in other products which we supply.

FT-Vilstal is happy to provide this Warranty in the terms set out overleaf.

FT-Vilstal GmbH

General Terms of Delivery and Warranty

1. Deadlines for deliveries; delivery and default:

1.1. Only delivery dates explicitly agreed in writing are binding on us. Our written confirmation of order is authoritative. Any subsequent changes that we accept shall postpone agreed delivery dates, by a reasonable period according to the scope of changes desired, to a later date unless we have reconfirmed in writing that the originally agreed date will be met.

1.2 In the event that a non-binding delivery date is not met, the Customer may request us in writing after two weeks to deliver within a reasonable period. The aforementioned period shall be extended to four weeks if the goods in question are produced according to Customer specifications.

1.3 Compliance with delivery deadlines requires timely receipt of all documents, required licences and clearances to be provided by the Customer, as well as compliance with the agreed terms of payment and other obligations on the part of the Customer. If these preconditions are not met, the deadlines shall be extended by a reasonable amount; this rule shall not apply if we are responsible for the delay.

1.4 Compliance with a delivery date is conditional on our own respective suppliers delivering properly and on time.

1.5 If the goods are not accepted on the agreed delivery date or are not accepted in a timely manner by the Customer, we may exercise our statutory rights. If we demand compensation for damages, the amount shall be 10 % of the purchase price of the goods not accepted. The amount of calculated damages shall be raised or lowered if we can prove greater damages or the Customer can prove lesser damages.

1.6 We have the right to make partial deliveries or provide partial performance if this is deemed reasonable for the Customer.

1.7 When delivering the goods, we reserve the right to reasonable deviations in weights, quantities, and dimensions attributable to production processes. A deviation of up to 10 % in weights and quantities is permitted.

1.8 Any costs for inspections and acceptance procedures shall be borne by the Customer.

2. Transfer of risk, dispatch:

2.1. Unless otherwise agreed, delivery terms are 'ex works' (in accordance with Incoterms 2020). Risk is transferred to the Customer when the goods leave our plant, even when delivery is carriage free.

2.2 Unloading the delivery is the responsibility of the Customer and must be carried out by the Customer without delay. If the goods are unloaded by the driver, or the latter assists with unloading, this is entirely at the risk and expense of the Customer.

3. Warranty Rights

3.1 The agreed quality and properties of the contractual item to be warranted by us are derived exclusively from the contractual agreements concluded with the Customer. Specimens, statements in brochures or information derived from other advertising material do not constitute guarantees of durability, properties, or quality. Statements in the aforesaid documents are subject to change and may contain errors. Images merely bear a similarity to the goods delivered. References to engineering standards are made only for the purpose of

3.2 Immediately after receiving the goods, the Customer shall inspect them for any damage in transit, for completeness and for any defects. Damage in transit, defects, incorrect deliveries, short deliveries, and deviations from the delivery note or invoice must be notified to us immediately and in writing within seven days at the most, otherwise the consignment shall be deemed approved. For the rest, chapters I – IV of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply.

3.3. If there is already a defect in the delivery when risk passes to the Customer, we are obligated to remedy the defect or to supply a replacement, at our own discretion. The Customer may demand remedy of defect or replacement delivery at his own discretion. If we are to remedy the defect, the Customer must grant us a reasonable amount of time and sufficient opportunity to do so.

3.4. Claims by the Customers in respect of expenses necessitated by remedy, in particular transport, travel, labour and material expenses, shall not be accepted if the increase in expenses is because the delivery item was subsequently brought to a place other than the Customer's place of business, unless such delivery accords with the normal use of the delivery item.

3.5. Warranty claims become statute-barred one year after delivery. Warranty claims based on a defect in an object that has been used for building construction in accordance with the normal use of such object and which has caused the defectiveness of such a building become statute-barred four years after delivery. This does not apply in the case of personal injury to life, body or health that occurs through our fault, or in the case of a negligent or wilful breach of obligations on our part, or if we have provided a guarantee or assumed the risks relating to procurement, or in a case of malicious non-disclosure of a defect. The statutory periods of limitation shall apply in these cases.

4. Warranty

Subject to the terms of this Warranty including the exclusions, limitations, special conditions and additional provisions set out below, FT-Vilstal warrants to the Customer that if, within a period of:

- (a) Five (5) years for complete windows, doors, facades including
 - glass,
 - aluminium,
 - timber frame
- exterior, interior finish or;
- (b) One (1) year for window and door operable ironmongery
- (b) Two (2) years for electrical components and cills

starting from the date of delivery (being the date as specified under point 2.1).

4. Claims for damages:

4.1 We bear liability in accordance with the statutory provisions if the Customer claims damages caused by wilful action or gross negligence on our part.

4.2 In the case of negligent breach of a material obligation, we bear liability according to the statutory provisions. Material contractual obligations are those which must be fulfilled for proper fulfilment of the contract and which the Customer may generally rely upon as being complied with. In such cases, claims to damages are limited to foreseeable, typical damage. However, typically occurring damages shall not exceed € 500,000 in any individual case.

describing the product and may not be interpreted as a guarantee of quality or properties. We reserve the right to modify designs, the choice and style of materials and profiles, and to make any other changes arising from technological advances, at any time and within reasonable limits, even without prior notice.

4.3. Unless specified otherwise above, claims to damages by the Customer, regardless of their legal basis, shall be excluded.

4.4 The above limitations of liability do not apply if our liability is mandatory under the Product Liability Act, or in the case of personal injury to life, body or health, or if claims to damages are asserted against us due to the lack of a guaranteed property or quality, or in the case of malicious non-disclosure of a defect. If a guaranteed property or quality is absent, we bear liability only for such damages as are covered by the guarantee.

4.5 If our liability is excluded or limited, the same exclusion or limitation of liability shall also apply to our employees, representatives and vicarious agents if they are sued directly by the Customer.

Exclusions

5. FT-Vilstal will not be responsible under this Warranty for; (a) any fault in a FT-Vilstal product arising from the addition of any non-approved third-party products. (b) any fault that is due to incorrect or negligent storage, transportation, fitting, installation (if FT-Vilstal is not in charge of it), design and construction of the works into which the product is installed, lack of and/or inadequate maintenance or incorrect or negligent operation whether by the Customer or any third party.

6. Retention of title:

6.1 We reserve ownership of the goods until receipt of all payments accruing from the business relationship with the Customer. If the Customer commits a breach of contract, in particular if he defaults on payment, we are entitled to take back the goods after withdrawing from the contract. We have the right to inspect the reserved title goods at any time at the place they are located. If we assert our claim to surrender of the goods after withdrawing from the contract, the Customer hereby grants us irrevocable permission to take back goods in our ownership, regardless of whether they have been processed or not, and to enter the premises where the goods are located in order to do so. If we take back and levy execution on the goods, this constitutes withdrawal from the contract, regardless of whether claims to damages are asserted. After withdrawing from the contract, we are authorised to sell the goods; the proceeds of sale shall be credited, minus a reasonable amount of sale expense, against the amounts owed by the Customer.

6.2 The Customer shall handle the goods with care; in particular, he shall insure them adequately, at his own expense and for the value when new, against fire, water and theft. If maintenance and inspection work is required, the Customer must carry out such work at his own expense and in due time.

7. Place of performance and place of jurisdiction:

7.1 For our deliveries, the place of performance is the place defined in our confirmation of order and the Incoterm used therein (according to Incoterms 2020). In that case, the place of performance is the same as the place of delivery as defined in the respective Incoterm (according to Incoterms 2020). If no place of performance is specified in the confirmation of order, delivery is ex works (according to Incoterms 2020) and the place of performance for all other obligations arising from the supply relationship is our registered business address, unless our confirmation of order states otherwise.

7.2 Our registered business address is the sole place of jurisdiction for any disputes arising from the contractual relationship. However, we also have the right to sue at the domicile of the Customer.

8. Governing law:

In addition to the terms of contract, the legal relations between international parties are also governed exclusively by the laws of the UN Conventions on Contracts for the International Sale of Goods (CISG).

