

These conditions are part of all offers and contracts for deliveries and services provided by tibutherm Natursteinheizkörper GbR (in the following shortened to „tibutherm“). For all contracts that are concluded on the basis of these conditions German law shall apply. Deviating agreements, especially such contradicting terms and conditions of customers, as well as collateral agreements require our express written approval to become effective as part of the contract.

1. Prices and offers

The prices stated on the tibutherm price list shall apply. A validity of 6 months from the imprinted „effective-from“ date shall be warranted for dispatched copies of this list. The prices of tibutherm shall be ex works/ place of performance and shall not include cost of transport, packaging or other expenses.

Individual offers shall remain valid, unless otherwise agreed in writing, four weeks from the issue date.

2. Conclusion of contract

The contract of delivery shall be achieved on the basis of a written order of the customer and a written order confirmation by tibutherm. Changes and additions to contracts shall be agreed on in writing by both contracting parties.

tibutherm is entitled to make the conclusion of the contract or the order confirmation dependent on advanced payment or security. This right shall be applicable especially in case of a first delivery or a delivery of high value. The amount of down payment or security as well as the term of payment is separately stated in the offer or the order confirmation. Further agreed on deadlines shall be dependent on the timeliness of the receipt of payment.

If not agreed on otherwise, the service descriptions published at the point of time of the conclusion of contract and the technical data shall apply as integral parts of the contract.

3. Acceptance of goods/ Delivery

The delivery of goods to a delivery address specified by the customer shall require a separate agreement/position in the contract (point 2). The delivery prices shall be disclosed by tibutherm on request.

On delivery by a logistics company (e.g. haulage company) the customer is obliged to check the goods for damages in transit and, if applicable, to report them to tibutherm within 3 days.

Production and delivery deadlines shall apply for all contracting parties if they are stipulated in a contract according to point 2. Delays in production by tibutherm or in the inspection by the customer shall be reported immediately by the causer after the occurrence of the reason for delay. Upon excess of an agreed delivery time without restraints and obstructions there shall be a period of grace of three weeks before the customer can withdraw from the contract in written form.

If the customer does not accept the provided goods on the date agreed on, tibutherm is entitled to demand fulfilment and to request the storage of the goods at the expense and danger of the customer. If after the conclusion of the contract circumstances become known which give reason to question the customer's solvency or credit rating (e.g. delay of payment, insufficient creditworthiness) tibutherm is entitled to deny the delivery/service until the customer has paid a security.

4. Warranty and defects

tibutherm products consist mainly of naturally grown materials. Irregularities in the colour or model cannot be claimed as faults. This applies to natural inclusions in stone, quartz veins or other structural parts of the material.

Justifiable material defects are defects in the function, the technical assembly or damages in transit (point 3, paragraph 2), provided the transport is part of the contract. tibutherm does not assume liability for damages in transit in the case of self-collection. In the case of justifiable material defects the warranty claim is restricted to improvement and, if this is not possible, to replacement. The customer has to allow for the necessary time and opportunity for improvements, otherwise tibutherm shall be

exempted from any liability. If improvements or replacements fail, the customer can choose between an appropriate reduction in price or the cancellation of the contract.

No warranty is assumed for defects that are caused by unsuited or improper use or treatment, wilful damage or improper installation by the customer or third parties.

Apparent defects must be rebuked to tibutherm in writing immediately after the delivery, because otherwise the customer's warranty claims expire. Other defects must be rebuked immediately after their detection.

Notices of defects have no influence on the fulfilment of agreed on payment conditions and do not authorize the enforcement of a right of retention nor the compensation of claims of any kind.

5. Guarantee

In addition to warranty, tibutherm grants a 5 year guarantee. Exempt from this guarantee are all defects which are also subject to the exemption from warranty according to point 4.

6. Invoices and payments

The payment claims of tibutherm are due upon delivery/takeover of the object of order. The invoiced payment is due within a period of 10 days from the date of invoice.

Deductions, especially discounts, require a written agreement.

7. Retention of title

All goods are delivered by tibutherm under reservation of title and remain property of tibutherm until they have been fully paid. If third parties access the goods, especially through seizure, the customer commits to indicating this property and to inform tibutherm immediately. If the customer is the end user or not a company, whose ordinary business operations include the trade with goods acquired through tibutherm, he shall not be able to dispose of the conditional commodity, especially not sell, seize, give away or lend it, until it has been fully paid.

8. Liability

tibutherm shall be liable in accordance with statutory requirements, if the customer claims compensation for damages, due to intent or gross negligence of essential contractual obligations. The same shall be applicable for claims for compensation that are due to intent or gross negligence of tibutherm's representatives or subcontractors. If claims for compensation are not due to intent or gross negligence, the liability of tibutherm is restricted to the damage which is usually foreseeable.

tibutherm shall be liable in accordance with statutory requirements, provided the customer asserts claims for compensation due to impossibility, inability or because of the requirements of the laws of liability.

Furthermore, our liability shall be exempted - regardless of the nature of the claim to be asserted. This shall be applicable for claims for compensation resulting from negligence in contracting, positive violation of contractual agreement or claims resulting from unlawful act.

9. Data protection

The data required for business transactions are stored in strict compliance with the requirements of the German Data Protection Law and the German Information and Communication Provider Law (IuKDG) and may be forwarded to companies affiliated with tibutherm. All personal data will be treated confidentially. Tibutherm is entitled to transmit personal data for credit checks and solvency to other companies.

10. Final provisions

The legal force of single requirements shall not touch the liability of this agreement.

By signing this offer, order or contract the customer accepts the delivery terms. They do not require a renewed confirmation. Place of jurisdiction for all legal disputes resulting from these requirements or from individual contracts is Chemnitz.

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