

General terms and conditions

Correct as of: 01.01.2022

1. Scope of application

These general terms and conditions apply to all deliveries from Von Poschinger Glass Projects e.K. (hereinafter referred to as "we") to consumers and entrepreneurs (hereinafter jointly referred to as "you") as well as their orders. Pursuant to § 13 of the German Civil Code (BGB), "consumer" within the meaning of the following terms and conditions is any natural person that concludes a legal transaction for purposes which cannot be attributed predominantly to acts in exercise of their trade, business or profession. According to § 14 of the German Civil Code (BGB), "entrepreneur" within the meaning of the following conditions is any natural or legal person or partnership with legal personality that, when entering a legal transaction, acts in exercise of their trade, business or profession. The regulations specifically relating to entrepreneurs are labelled accordingly.

If you are an entrepreneur and nothing to the contrary is expressly agreed, the application of your own general terms and conditions of business or delivery will be rejected.

2. Contractual partners and conclusion of contract

2.1. Contractual partners

Orders placed by you are the subject of a contract between you and us:

Von Poschinger Glass Projects e.K.

Owner: Benedikt Freiherr Poschinger von Frauenau

Moosauhütte 14

94258 Frauenau/Germany

Mail: info@poschinger.de

Tel: +49 (0)9926-94010

VAT identification number in accordance with § 27 a of the German Value Added Tax Act (Umsatzsteuergesetz): DE252152100

Tax no.: 170/259/20198

HRA 323 Commercial Register A, Deggendorf District Court

2.2. Conclusion of contract for products in the online shop

All information describing products in the online shop is subject to change. The presentation of products in the online shop does not constitute a legally binding offer. If you have sent us an order via our online shop by clicking on the button "Zahlungspflichtig bestellen", you submit a legally binding offer to conclude a purchase contract for the goods ordered by you.

Upon our receipt of the order, you will receive an automatically generated summary of your order. This is a non-binding confirmation of receipt of your order. A legally binding contract is only concluded between you and us with our order confirmation. We may accept an order from you within 3 working days of receipt of your order.

2.3. Conclusion of contract for custom-made goods

When ordering custom-made goods, you can send us a non-binding request. As part of this, you must provide us with all the information necessary for manufacturing (dimensions, templates, etc.). We will then make you a non-binding offer based on this information. All information provided by us is subject to change. By confirming the non-binding offer, you submit a legally binding offer. Upon receipt of this offer by us, you will receive a non-binding confirmation of receipt of your offer. A legally binding contract is only concluded between you and us with our order confirmation. We may accept such an offer from you within 14 working days of receipt of your offer.

3. Prices, retention of title, terms of payment

3.1 Prices and payment conditions in the online shop

The prices stated in our online shop are final prices and apply including the applicable statutory VAT and other price components plus shipping costs, which are shown separately.

Payment is made via the payment methods offered in the online shop. You can view the currently available payment methods at any time in the order process under the “Bestellen” step in our shop page. The available payment methods are displayed for selection before each order. We reserve the right to exclude individual payment methods at any time. The available payment methods are displayed as options in the order process.

3.2. Prices and terms of payment for custom-made goods

We will inform you of the prices separately when ordering custom-made goods.

If partial deliveries are individually agreed between you and us, the partial deliveries shall be considered separately billable transactions. On completion or when the goods or a part of the goods are ready to be shipped, you will receive a pre-invoice and the invoice amount will be charged by direct debit or credit card before shipping, unless otherwise agreed. After receipt of payment, the goods will be shipped.

Invoices are payable in € (euros) in the order of receipt and irrespective of the time of receipt of the goods, within 30 days of the invoice date without any deduction. Partial payments and advance payments made without agreement will always be offset against the oldest, unsettled invoice amounts. Invoices are sent in paperless form as PDF by e-mail.

3.3. Retention of title

The goods remain our property until full payment has been made.

3.4 Offsetting

You are only entitled to a right of offsetting if your counterclaims have been legally established or are undisputed. Your counterclaims from the same contractual relationship are excluded from the aforementioned exclusion of offsetting.

4. Delivery

4.1 Delivery time

Delivery times can be found in the product information for orders in the online shop. We will inform you of the delivery times for orders of custom-made goods.

4.2 Extension of delivery times

If delivery times cannot be met due to force majeure or extraordinary circumstances beyond our control in our business operations or at our upstream suppliers (including failure of energy providers, delays in the delivery of energy and raw materials, interventions from official bodies, industrial action), the delivery times shall be extended accordingly by the period of the disruptive event, but no longer than by 6 weeks. The same applies insofar as glass production takes longer than originally envisaged due to technical reasons relating to mould construction, colour-related issues, cooling and finishing. This is due to the nature of glass production and cannot be avoided, even with the utmost care. In such cases, we will inform you immediately of the occurrence, the expected duration and the anticipated end of the delivery difficulty.

5. Transfer of risk when shipping to an entrepreneur

If you are an entrepreneur and the goods are dispatched to you or your company at your request, the risk of accidental loss and accidental deterioration of the goods shall pass to you upon dispatch of the goods.

6. Reservation of right to withdrawal

We are entitled to withdraw from the contract if, despite a correspondingly concluded covering transaction, we are not supplied or are not supplied correctly or properly for reasons for which we are not responsible. In such a case, we will inform you immediately about the unavailability of the delivery item and, if we therefore wish to withdraw, we will immediately exercise the right of withdrawal. You also have the right of withdrawal as a result of the information provided by us. In the event of withdrawal, irrespective of which side withdraws - we will immediately reimburse you for the consideration.

7. Guarantee towards consumers

If you are a consumer, our warranty obligations are based on the statutory provisions.

8. Guarantee towards entrepreneurs, duty of inspection and notification of entrepreneurs

8.1 If you are an entrepreneur, the delivered goods are to be carefully inspected immediately after delivery to you or to the third party designated by you. In the case of obvious defects or other defects that would have been recognisable as part of an immediate, careful examination, these shall be deemed to have been approved by you if we do not receive a notice of defects in text form within 2 weeks of delivery. With regard to other defects, the goods shall be deemed to have been approved by you if we do not receive any notice of defects within 2 weeks of the date on which the defect becomes apparent.

8.2 If you are an entrepreneur, it is a prerequisite for the assertion of warranty rights that you have complied with the duty of inspection and notification governed by section 8.1.

The warranty period is one year from delivery. This period does not apply to damages that are based on a culpable injury to life, limb or health or on an intentional or grossly negligent breach of duty by us or our vicarious agents. Furthermore, the deadline does not apply if we have fraudulently concealed a defect or have taken on a guarantee for the quality of the goods. In addition, the period does not

apply to statutory recourse claims that you make against us on the basis of rights of defect as well as to items that have been used for a building in accordance with their usual use and have caused its defectiveness.

9. Applicable law, place of performance, place of jurisdiction

9.1 This agreement is subject to the laws of the Federal Republic of Germany. If you are a consumer, this choice of law only applies if this does not deprive you of the protection of mandatory provisions of the country in which you are usually resident.

9.2 The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

9.3 If you are an entrepreneur, Frauenau is agreed as the place of performance.

9.4 If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is Viechtach.

Special terms and conditions for orders of custom-made goods, information regarding glass manufacturing

In addition to our General Terms and Conditions, these Special Terms and Conditions also apply to orders for custom-made goods by Von Poschinger Glass Projects e.K. (hereinafter referred to as "we") and their delivery to consumers (§ 13 BGB) and entrepreneurs (§ 14 BGB) (hereinafter jointly referred to as "you").

1. Flat-rate development costs

Starting from a drawing (for example), no exact and reliable calculation of the future costs of series production (≥ 10 pcs.) is possible in glassmaking which delivers on our high demands and expectations, and those of the customer in terms of quality, craftsmanship, quality and reproducibility. Prototype production encompasses an incalculable amount of preparatory work, detailed agreements, production trials and resulting changes in production and manufacturing methods in advance. Individual working steps can turn out to be more complicated and work-intensive than originally thought and calculated. You receive a pre-agreed number of prototypes for a flat-rate amount per draft or design. We can calculate the exact costs for mould(s) as well as the unit price for series production based on the experience and information gained from the development work.

2. Glass products, particularly reproductions, are not a copy but always a replica or reproduction of existing drawings, images or original pieces. This means that deviations from the original in the glass shade, colour gradient, colour intensity, surface, shape and dimensional accuracy cannot be ruled out and are to be accepted.

3. In the case of reproductions, the brightness, colouring and brilliance as well as the specific weight may differ from the original. This is to be accepted.

4. The interior diameter as well as the glass thickness (wall thickness) can vary and/or differ due to the behaviour of the hot, viscous glass during the shaping and the glass blowing process. When

manufacturing multiple pieces, the inner diameter and glass thickness can vary from piece to piece. This is to be accepted.

5. Due to the natural surface tension of hot glass and the fact that the glass is mouth-blown using lungs, "round corners" always form on the edges of a glass vessel. Sharp-edged angles with exact degrees or right-angled corners are only possible with machine production (pressed glass or machine-blown glass). Please take this into account within the design and the technical drawing, or the requirements for the finished glass product.
6. An original piece or exact dimensions, or a corresponding exact technical drawing, are required for production to be as precise as possible. Handcrafted dimensional tolerances apply, which encompass different amounts depending on size.
7. In the production of mouth-blown and handmade glass, bubbles, blisters, streaks, etc. can occur and these cannot always be avoided by hand. These glass characteristics are no basis for complaints.
8. In the production of mouth-blown and handmade glass, more pieces always have to be produced than the number ordered for technical reasons. Over-production of 20% is a binding requirement to be approved and paid by you.
9. Beech wood glass-blowing moulds are produced for the production of mouth-blown and handmade glass. These moulds are stored after being made and used in production. Wood is a natural material which can still warp, split or change in different ways despite proper storage. This makes the mould unusable. In addition, the shape increasingly loses dimensional accuracy due to wear (burn-off) during its use in production. The customer accepts this fact and agrees that for any renewed production, a new mould must be produced and charged for the reasons named above. The costs for this are to be borne by you. Wood moulds shall be disposed of two years after their last use, unless otherwise expressly agreed. If you do not wish for us to dispose of it and would like to have the form sent to you, please inform us of this at the time of conclusion of the contract.
10. All pieces of glass, regardless of their design or production type, are carefully tempered using the available technical possibilities (annealed/cooled). However, residual stress within the glass and its effects can never be completely ruled out. We assume no liability for resulting damage to the workpiece or other objects or even to persons. The following paragraph 3 of section 10 remains unaffected by this.

We are not liable for the damage or loss (including through misappropriation or theft) of original pieces, samples, constructions, frames, accessories, data, metal mounts, moulds, photos or drawings provided for the production of glass objects. In addition, we are not liable for any damage or loss of workpieces or blanks of any kind provided to us for processing, applying additional processing, refining, reworking or repair. The following paragraph 3 of section 10 shall remain unaffected by this.

Insofar as liability is limited under the preceding paragraphs of section 10, we shall remain liable for damages resulting from injury to life, limb and health that are based on a negligent or intentional breach of duty by us, a legal representative and our vicarious agents. Furthermore, we are liable for damages that are based on a grossly negligent or intentional breach of duty by us, a legal representative or our vicarious agents, as well as for damages pursuant to the Product Liability Act. In addition, we are liable in cases of culpable violation of cardinal obligations (cardinal

obligations are obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely).

11. The technical feasibility of the order is reserved. Should said order not be possible, we will inform you immediately after determining that the order is not feasible. In such a case, both you and we are entitled to withdraw from the contract. If we therefore wish to withdraw, we will exercise the right of withdrawal immediately. In the event of withdrawal, irrespective of which side withdraws - we will immediately reimburse you for the consideration.
12. With the conclusion of the contract, you assure us that the rights of third parties, of whatever kind, do not conflict with the production and indemnify us from claims by third parties under such rights.
13. This English version of the general terms and conditions is intended for informational purposes only. In cases of doubt, the German version of these terms and conditions shall prevail.

Frauenau, 01.01.2022



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