Flex double-action doors

Spare parts price list: Valid from 01.11.2007



Hörmann Branch Offices/Representatives

Hörmann KG Verkaufsgesellschaft

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Hörmann NL Frankfurt Hanauer Landstraße 88 63538 Großkrotzenburg Tel. (0 61 86) 20 07-0 Fax (0 61 86) 20 07-50

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Hörmann NL Hamburg Süderstraße 2 24568 Kaltenkirchen Tel. (0 41 91) 80 87-0 Fax (0 41 91) 80 87-10

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Hörmann NL Köln/Bonn Robert-Bosch-Straße 6 a 53919 Weilerswist Tel. (0 22 54) 6 09-0 Fax (0 22 54) 6 09-25

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Hörmann NL München Lise-Meitner-Straße 10 85662 Hohenbrunn Tel. (0 81 02) 78 5-0 Fax (0 81 02) 78 5-2 00

Hörmann NL Nürnberg Am Pestalozziring 11 91058 Erlangen Tel. (0 91 31) 60 68-0 Fax (0 91 31) 60 12-48

Hörmann NL Steinhagen An der Jüpke 5 33803 Steinhagen Tel. (0 52 04) 10 05-0 Fax (0 52 04) 75 00

Hörmann NL Stuttgart Industriestraße 18 71272 Renningen Tel. (0 71 59) 16 35-0 Fax (0 71 59) 16 35-10

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Montgolfier

Z. I. de Gonesse

(B) Hörmann (UK) Ltd.

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Leshegy u. 15

Szigetszentmiklós Industriepark Tel. (24) 52 51 00

Fax (24) 52 51 10

Island Place Tower, 510 King's Road,

Tel. 852 2907 9999

Fax 852 2907 9666

Via G. di Vittorio, 62

Tel. (04 61) 24 44 44

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Kirtimu g. 53 LT 2028, Vilnius Tel. (5) 2 60 28 34

Fax (5) 2 60 28 37

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Gee Road, Coalville

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GB-Leicestershire

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- NV/SA Woudstraat 2 B-3600 Genk Tel. (0 89) 84 02 22
- Fax (0 89) 84 02 11 (BG) Hörmann Bulgaria EOOD Str. Bezimenna No. 10 BG-1510 Sofia
- Tel. (2) 943 42 24 Fax (2) 944 19 32 (CH) Hörmann Schweiz AG Nordringstraße 14
- CH-4702 Oensingen Tel. (062) 388 60 60 Fax (062) 388 60 61
- (CN) Hörmann Beijing Door Production Co., Ltd. N⁰ 13, Zhong He Street, BDA. 100176 Beijing, P.R. China Tel. (010) 67888371
- Fax (010) 67887318 Hörmann (CZ) Česká republika s. r. o. CZ-252 68 Středokluky 315 (IT) Hörmann Lietuva, UAB Tel (233) 08 57 70 Tel. (233) 08 57 90

Tel. (010) 67888372

- Fax (233) 08 57 98 **(DK)** Hörmann Danmark AS (N) Hörmann A/S Normansvej 6 DK-8900 Randers Tel. (086) 43 72 22 Fax (086) 42 71 40
- Hörmann España, S.A. 🔳 (E) Oficina Central Pol. Ind. 'Can Guitart Carretera de Rubí 324C Apdo. Correos 1.080 'Can Parellada'
- E-08228 Terrassa Tel. (93) 7 21 69 70 Fax (93) 7 21 69 80 (EST) Hörmann Eesti, Oü Tule 21, Saue EST-76505 Harjumaa Tel. (6) 10 50 86

Tel. (21 9) 10 88 30 Fax (21 9) 10 88 39 Fax (6) 10 50 85

Estoril VII Armazém C1 P- 02710 - 297 Sintra

Foreign Representatives

RA RC RCH RL ROU SLO SYR THA TN UAE YU

Terms of Payment

Prices in € plus postage and packaging.

VAT needs to be added to all prices. The return and exchange of products delivered is excluded

valid from 01/06/2003 apply

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Hörmann Türkiye

Hörmann Yapi Elemanlari Tic I td.Sti Genclik Caddesi, Avdinlar Mahallesi Nr. 52-A Tasdelen-Ümraniye TR- Istanbul Tel. (216) 484 44 61 Fax (216) 484 44 66

(IA) Hörmann UA (Kiev) ul. Elektikov 23 UA-04176 Kiev Tel. (44) 425 1249 Fax (44) 251 555

(IISA) Hoermann Gadco 5050 Baseline Road Montgomery. Illinois 60538 USA Tel. (630) 859-30 00

Fax (630) 450 26 57

packaging regulations in

Germany.

Party contracting to Interseroh AG

Our packaging is registered, the materials sold and fed back into the material flow. This ensures that we fulfil the requirements of the

The Terms and Conditions of Sale and Delivery

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Spare	parts	order	form to	HÖRMANN KG
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Customer name:

Invoice via:

	:				<u>ଦ</u>			
Custom	ier no.:		Or	der no./date/com	ו:	Quotatio	n no./from:	
Delivery code		Payment cond	Del. da reques	ite ted week	Sub- sidiary Page of	Administrator	Dat	.e
Pos.	C. no.	Туре	No.	Article no.	Article designation	Quantity	Quantity unit	Indivio pric
			-					
							Total:	

Place, date

Stamp/signature of the orderer

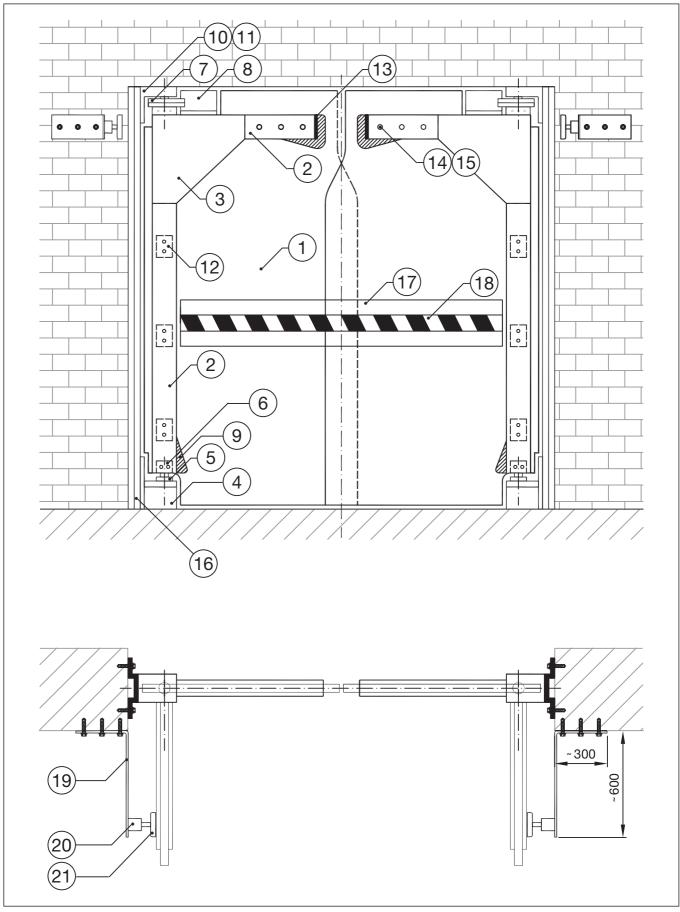
Spare parts price list for flex double-action doors, as of: 11/2007

HORMANN

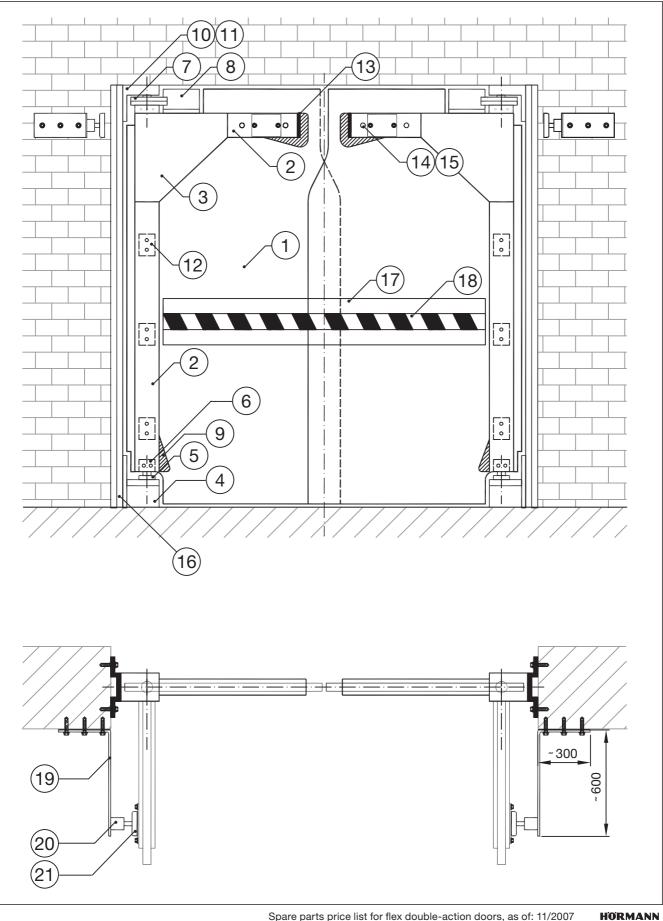
Fill in or cross the information required.

The areas outlined in grey will be completed at the works.

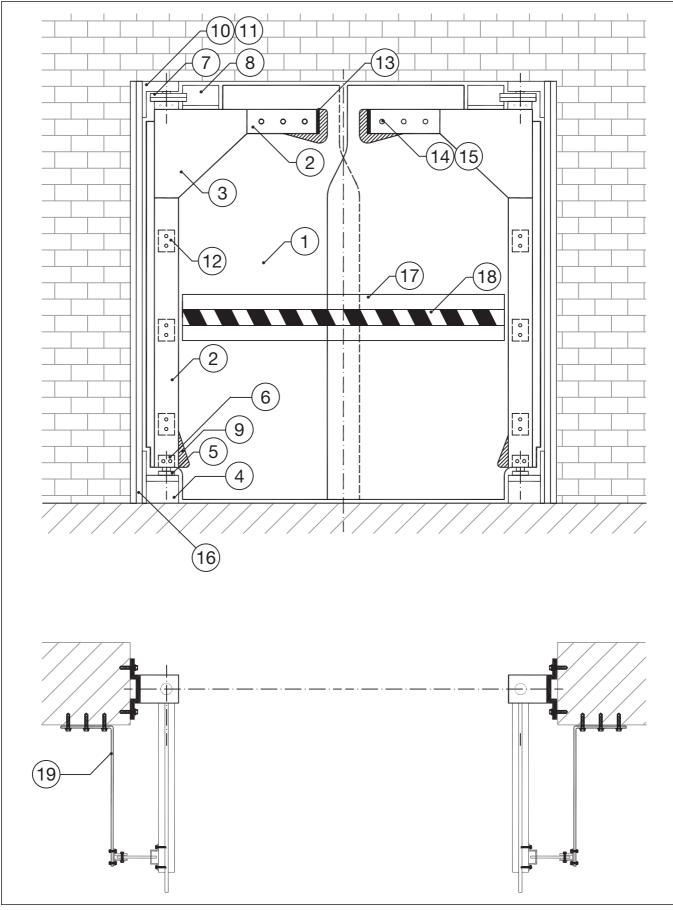
Spare parts overview for flex double-action door, PTF medium-weight industrial version



Spare parts overview for flex double-action door, PTF medium-weight industrial version in V2A



Spare parts overview for flex double-action door, PTF heavy and reinforced heavy industrial versions



Spare parts price list for flex double-action doors, as of: 11/2007

Spare parts for flex double-action door, PTF medium-weight industrial version

Pos.	Designation	Quantity	Unit	Article no.	Price/€
1	Door leaf		Piece	-	
2	Frame profile 60 x 20 x 2,5 mm		m	269 701	
3	Gusset plate		Piece	269 667	
4	Bottom bearing bracket		Piece	269 360	
5	Bearing bush		Piece	269 658	
6	Bottom bearing pin		Piece	269 706	
7	Locking device		Piece	269 356	
8	Locking holder		Piece	269 541	
9	Anti-kink plate		Piece	269 349	
10	Top bearing bracket		Piece	269 361	
11	Bearing bush		Piece	269 658	
12	Holding clips for door leaf, incl. screws and nuts		Piece	269 710	
13	End cap		Piece	269 714	
14	Drilling/tapping screws for frame profile and gusset plate		Piece	269 718	
15	Plastic plugs type K15		Piece	269 722	
	Door jamb frame made of flat profile 60 x 6 mm		m	269 233	
	Door jamb frame made of U-profile 110 x 20 mm		m	269 234	
16	Profile frame from 60 to 120 mm inner width		m	269 353	
	Profile frame from 121 to 180 mm inner width		m	269 354	
	Profile frame from 181 to 240 mm inner width		m	269 355	
	Impact protection 2 mm , transparent, clear		m ²	269 670	
	Impact protection 3 mm , transparent, clear		m ²	269 671	
	Impact protection 4 mm , transparent, clear		m ²	269 672	
17	Impact protection 5 mm , transparent, clear		m ²	269 673	
	Impact protection 7 mm , transparent, clear		m ²	269 674	
	Impact protection 7 mm, transparent, clear, with high-rupture tenacity mesh insert		m ²	269 675	
	Impact protection 3.5 mm , in RAL to choose, with high-rupture tenacity, full-surface mesh insert		m ²	269 676	
18	Underlaid black/yellow warning strip		m	269 726	
19	Complete magnetic door stay with holding arm		Piece	269 309	
20	Rubber buffer for magnetic door stay		Piece	269 730	
21	Magnet, single		Piece	269 370	

			Please copy from data plate!	
	Customer no.:	Order no.:	Com. no.:	Pos. no.:
Ш	Customer name:		Door no.:	Door type:
RD	Delivery address:		YoM:	
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	Place/date:		Stamp and signature	

Spare parts for flex double-action door, PTF medium-weight industrial version in V2A

			Article No	
1	Door leaf	 Piece	-	
2	Frame profile 60 x 20 x 2 mm	 m	269 702	
3	Gusset plate	 Piece	269 705	
4	Bottom bearing bracket	 Piece	269 362	
5	Bearing bush	 Piece	269 658	
6	Bottom bearing pin	 Piece	269 709	
7	Locking device	 Piece	269 357	
8	Locking holder	 Piece	269 542	
9	Anti-kink plate	 Piece	269 349	
10	Top bearing bracket	 Piece	269 363	
11	Bearing bush	 Piece	269 658	
12	Holding clips for door leaf, incl. screws and nuts	 Piece	269 711	
13	End cap	 Piece	269 715	
14	Drilling/tapping screws for frame profile and gusset plate	 Piece	269 721	
15	Plastic plugs type K15	 Piece	269 722	
	Door jamb frame made of flat profile 60 x 6 mm	 m	269 235	
	Door jamb frame made of U-profile 110 x 20 mm	 m	269 179	
16	Profile frame from 60 to 120 mm inner width	 m	269 698	
	Profile frame from 121 to 180 mm inner width	 m	269 699	
	Profile frame from 181 to 240 mm inner width	 m	269 700	
	Impact protection 2 mm , transparent, clear	 m ²	269 670	
	Impact protection 3 mm , transparent, clear	 m ²	269 671	
	Impact protection 4 mm , transparent, clear	 m ²	269 672	
17	Impact protection 5 mm , transparent, clear	 m ²	269 673	
	Impact protection 7 mm , transparent, clear	 m ²	269 674	
	Impact protection 7 mm, transparent, clear, with high-rupture tenacity mesh insert	 m ²	269 675	
	Impact protection 3.5 mm , in RAL to choose, with high-rupture tenacity, full-surface mesh insert	 m ²	269 676	
18	Underlaid black/yellow warning strip	 m	269 726	
19	Complete magnetic door stay with holding arm	 Piece	269 346	
20	Rubber buffer for magnetic door stay	 Piece	269 730	
21	Magnet, single	 Piece	269 371	

			Please copy from data pl	ate!
	Customer no.:	Order no.:	Com. no.:	Pos. no.:
Ш	Customer name:		Door no.:	Door type:
R D	Delivery address:		YoM:	
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	Place/date:		Stamp and signature	

Spare parts for flex double-action door, **PTF heavy industrial version**

Pos.	Designation	Quantity	Unit	Article no.	Price/€
1	Door leaf		Piece	-	on request
2	Frame profile 90 x 30 x 3 mm		m	269 703	
3	Gusset plate		Piece	269 668	
4	Bottom bearing bracket		Piece	269 364	
5	Bearing bush		Piece	269 658	
6	Bottom bearing pin		Piece	269 707	
7	Locking device		Piece	269 358	
8	Locking holder		Piece	269 543	
9	Anti-kink plate		Piece	269 349	
10	Top bearing bracket		Piece	269 368	
11	Bearing bush		Piece	269 658	
12	Holding clips for door leaf, incl. screws and nuts		Piece	269 712	
13	End cap		Piece	269 716	
14	Drilling/tapping screws for frame profile and gusset plate		Piece	269 719	
15	Plastic plugs type K15		Piece	269 722	
10	Door jamb frame made of flat profile 80 x 8 mm		m	269 181	
16	Door jamb frame made of U-profile 165 x 20 mm		m	269 182	
	Impact protection 2 mm , transparent, clear		m ²	269 670	
	Impact protection 3 mm , transparent, clear		m ²	269 671	
	Impact protection 4 mm , transparent, clear		m ²	269 672	
17	Impact protection 5 mm , transparent, clear		m ²	269 673	
	Impact protection 7 mm , transparent, clear		m ²	269 674	
	Impact protection 7 mm , transparent, clear, with high-rupture tenacity mesh insert		m ²	269 675	
	Impact protection 3.5 mm , in RAL to choose, with high-rupture tenacity, full-surface mesh insert		m ²	269 676	
18	Underlaid black/yellow warning strip		m	269 726	
19	Complete hook stay with holding arm		Piece	269 347	

			Please copy from data plate!	
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ER	Customer name:		Door no.:	Door type:
R D	Delivery address:		YoM:	
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	Place/date:		Stamp and signature	
10	1 1000 0000	Spare parts p	rice list for flex double-action door	rs, as of: 11/2007 HÖRMANN

Spare parts for flex double-action door, PTF reinforced heavy industrial version

Pos.	Designation	Quantity	Unit	Article no.	Price/€
1	Door leaf		Piece	-	
2	Frame profile 120 x 30 x 3 mm		m	269 704	
3	Gusset plate		Piece	269 669	
4	Bottom bearing bracket		Piece	269 367	
5	Bearing bush		Piece	269 658	
6	Bottom bearing pin		Piece	269 708	
7	Locking device		Piece	269 359	
8	Locking holder		Piece	269 544	
9	Anti-kink plate		Piece	269 349	
10	Top bearing bracket		Piece	269 369	
11	Bearing bush		Piece	269 658	
12	Holding clips for door leaf, incl. screws and nuts		Piece	269 713	
13	End cap		Piece	269 717	
14	Drilling/tapping screws for frame profile and gusset plate		Piece	269 720	
15	Plastic plugs type K15		Piece	269 722	
10	Door jamb frame made of flat profile 100 x 10 mm		m	269 183	
16	Door jamb frame made of U-profile 165 x 20 mm		m	269 184	
	Impact protection 2 mm , transparent, clear		m ²	269 670	
	Impact protection 3 mm , transparent, clear		m ²	269 671	
	Impact protection 4 mm , transparent, clear		m ²	269 672	
17	Impact protection 5 mm , transparent, clear		m ²	269 673	
	Impact protection 7 mm , transparent, clear		m ²	269 674	
	Impact protection 7 mm , transparent, clear, with high-rupture tenacity mesh insert		m ²	269 675	
	Impact protection 3.5 mm , in RAL to choose, with high-rupture tenacity, full-surface mesh insert		m ²	269 676	
18	Underlaid black/yellow warning strip		m	269 726	
19	Complete hook stay with holding arm		Piece	269 347	

			Please copy from data pla	ate!
1	Customer no.:	Order no.:	Com. no.:	Pos. no.:
Ш	Customer name:		Door no.:	Door type:
R D	Delivery address:		YoM:	
0				
	Place/date:		Stamp and signature	

Terms and Conditions of Supply and Erection (issue 1. 6. 2003)

I. Terms and Conditions of Supply

- I. Terms and Conditions of Supply
 §1 General
 Our Terms and Conditions of Supply apply only to transactions with business entities (as per/14 of the German Givil Code [BGB]). They are exclusively applicable. General terms and conditions which conditions of Supply are not recognised, even if these are not expressly repudiated despite our being aware of them and/or supplies are made without reservation.
 These Terms and Conditions of Supply apply to all present and future business relationships. Previous, differently worded conditions defined by the Supplier hereby cease to be valid.
 A business entity hereinafter referred to as a Customer within the meaning of these Terms and Conditions of Independent professional activities (14 of the German Culd Code [BGB]).
 A thousase sentity hereinafter referred to as a Customer within the meaning of these Terms and Conditions of Supply is a natural person or legal entity or partnership with legal personality which enters into a legal transaction in the exercise of its trade, business or independent professional activities (14 of the German Civil Code [BGB]).
 The Customer purchaser and user of quality-assured products undertakes to ensure than eutral testing institutions charged with supervising quality are at all times able to gain access to the place of end and is undertaken at no charger to the purchaser or user.
 Unless otherwise specified in these Conditions, the ferms and definitions shall apply in accordance with the international Commercial Terms (INCOTERMS) as amended in 2000.
 82 Offer and Entry into Contract

- § 2 Offer and Entry into Contract (Notice and Section 2000) as amended in 2000.
 1. Our offers are without congagement. Insofar as is reasonable, we reserve the right to make technical changes as well as changes in form, colour and/or weight. Nature and scope are definitively delimited by our written order confirmation.
- contimuation. In placing an order, the customer declares a binding intent to purchase the goods ordered. The offer shall be regarded as accepted only when an order confirmation is issued or the goods are dispatched. Documents such as e.g. samples brochures, catalogues, illustrations, drawings or weight and dimensional specifications are only approximately definitive unless expressly declared in writing to be binding. Subsidiary agreements or assurances must be recorded in writing. In the case of products which are supplied specially to order, following our written confirmation the contract shall be regarded as having been entered into even if details of its execution which may affect price and delivery remain to be clarified. The Supplier reserves the right to make design and form changes during the delivery period, provided that the subject of supply and its function and appearance are not fundamentally altered. There will be no resulting change in price. Part deliveries are permissible. 2
- spect of cost estimates, drawings and similar documents, the Supplier reserves ownership and es to such documents as are designated as "confidential". Third parties must not be allowed acce without our express prior approval

- without our express prior approval.
 §3 Prices and Terms of Payment
 1. Prices and Terms of Payment
 2. Prices anyly, exv works' plus value added tax as required by law; this tax will be shown separately on the invoice at the legal rate applicable on the date of invoices. Should the Customer request the goods to be shoped, the transport costs will be charged in addition.
 2. Expenses incurred as a result of changes to the nature or scope of the delivery requested by the Customer following our order confirmation and/or as a result of the ultimetry of subsequent or undoreseeable official conditions and requirements will likewise be invoiced separately from the purchase price offered.
 3. Should increases occur in the price of materials after the offer has been submitted or should taxes or levies be increased, the Supplier shall be entitled to adjust its prices accordingly.
 4. Erection costs will be charged as agreed, the purchase price offered.
 4. Unless otherwise agreed, the purchase price shall be due for payment without deduction within 10 days of the date of invoice. In other respects the legal erglations governing apyment default shall apply.
 7. The Customer shall have the right to make setoff only if the counterclaims are legally enforceable, undisputed or recognised by the special written agreement.

- by us. The Customer may only exercise rights of retention provided that the counterclaim is based on the same contractual relati-8
- 9.
- The Customer may only exercise rights or retention provided that are counted sum to search the method of the customer may orders, cheques or bills of exchange will be accepted only by special agreement and only on account of payment and not in lieu of payment. The ocets of bills of exchange, discounting and encashment shall be borne by the customer. Inrespective of any period allowed for payment are not complied with and/or we become awards or claims shall be borne payable immediately if the terms of payment are not complied with and/or we become awards or claims shall be also entitled to render any supplies and/or services then outstanding against payment in advance or provision of security. Moreover, we may forbid the reader or ourselves take possession of the same, whereby the Customer shall have no right of retention or similar right. We are further entitled to readise the reclaimed goods by private sale to offset our outstanding claims. 10

§ 4 Transfer of Risk 1. Deliveries are made

- З.
- I Transfer of Risk Deliveries are made, ex works². The risk of accidental loss or deterioration of the goods purchased passes to the Customer upon hand-over or in the case of sale to destination according to buyer's instructions, upon surrender of the goods to the shipper. Should the Customer be in default of acceptance, the risk of accidental loss or deterioration of the goods purcha-ead shall pass to the Customer from the date on which the goods are ready for shipment onwards. Any storage costs incurred must be borne by the Customer. The above Figures 1 4 likewise apply to part deliveries. In the case of delivery carriage paid, the means of conveyance must be unloaded immediately by the Customer. Waiting times will always be at the Customer's expense. In the case of deliver free on site, the agreed price shall always be regarded as free on truck on a passable roadway at ground level. Unloading including transportation to the place of use or storage is the responsibility of the Customer who in the event of default must bear the cost and risk of unloading and/or stacking and/or storage and/or return transport. The recipient acting on behalf of the Customer at the place of unloading shall be regarded as authorised to accept the load with binding effect. 6
- 7.
- the load with binding effect. In the case of deliveries including glass components, glass breakage claims will be recognised only if the Supplier is liable to make compensation and the Customer or the party accepting the goods on behalf of the Customer immediately enters a glass defect claim on the delivery note. Defects which are the subject of a Customer com-plaint will constitute an entitlement to refuse acceptance only if they significantly impair the usability of the goods or services

§ 5 Period of Delivery

- **Second of Delivery** The period of delivery specified by the Supplier is calculated from the date of technical clarification of the order (inal clarification of e.g. dimensions, accessories and special equipment) to the date of availability or completion. The timely execution of orders will among other conditions be subject to the Customer's obligations arising from the contract being fulfilled in all respects. The dates and time periods quoted by the Supplier shall remain without obligation until such time as they are expressly agreed in writing to be binding. Delays in supply and performance as a result of force majeur or as a result of events which materially impade or prevent the Supplier rom making delivery including in particular subsequent material sourcing difficulties for which the Supplier is not responsible, interruption of operations, strikes, lock-outs, official directives, etc., even if these affect suppliers or sub-suppliers to the Supplier will entitle the Supplier to postpone the supply or performance for the duration of the impediment plus an appropriate start-up period, or to withdraw from the contract either in whole or in part due to the unfulfilled part thereof.
- part thereol. The Customer may not set an additional time limit for the supply or performance until the confirmed delivery dead-line has been exceeded by more than three weeks. This additional time limit must be reasonable and must amount to a minimum of three weeks. Should this additional period expire without result, the Customer may withdraw from the contract. Claims for compensation are excluded. This shall not however apply in the event of will/ul intent or gross negligence, provided that the default arises from a material breach of obligation, nor in the event of negligent lipuly to life or limb or the impairment of a person's health including their death, nor to claims arising from product liability legislation, guarantees or fixed-date commercial transactions.

- By the set of the impairment of a person's health including their death, nor to claims arising from product liability legislation, guarantees or fixed-date commercial transactions. **56 Reservation of Title**The goods supplied remain the property of the Supplier until all claims and entitlements, irrespective of the legal grounds therefor, have been satisfied. In the case of an ongoing business relationship, the reservation of title asso serves as security for the balance due to the Supplier.
 The Customer is entitled to resell goods supplied subject to the reservation of title by way of due and proper business transactions until such time as this entitlement be countermanded and provided that the Customer is not in default of any apyments due to us. This shall not affect our authority to ourselves collect the claims receivable. However it is not permissible to pledge such goods nor assign them as security either in whole or in part without the express written approval of the Supplier runs along as title is reserved by the Supplier. The Supplier account relationship, with the purchaser, the Customer here suggest a satign from the resale of the reserved goods in full to the Supplier runs supplier has signment. Should the customer include the claim accruing from the resale of reserved goods within an open account claim in full to the Supplier runs supplier here should be reglared as assigned up to an amount equal to the original open account claim. In the event that the reserved goods are installed in a building, the purchaser shall apply correspondingly. At our request the Customer shall be obliged to notify the purchaser influed of the assignment to inder shall be dobliged to notify the supplier. The Supplier Ares Supplier, The Supplier Ares Supplier, Ares
- goods. The Customer is obliged for as long as the reservation of title persists to insure the supplied goods against fire, 5 6
- The Customer is ounged up as the isotration of an analysis of the isotration of an analysis of the isotration of the iso
- § 7 Defect claims et claims Dustomer shall be entitled to claim for defects only if the Customer's duties to inspect and report pursuant to of the German Commercial Code [HGB] have been duly complied with. Any defects must be notified to the slier in writing specifying nature and scope. In the event that complaints are not reported in due time and/or e form, the goods shall be regarded as accepted.

- and Erection (issue 1. 6. 2003)
 The Suppler shall have the choice of making good either by eliminating the defact or by supplying a replacement. Statistication is a state of principle the nature of the goods shall be defined solely by the manufacturer's product description / order confirmation. Public statements, recommendations or advertisements by the manufacturer's product description / order confirmation. Public statements, recommendations or advertisements by the manufacturer's product description / order confirmation. Public statements, recommendations or advertisements by the manufacturer's product description / order confirmation. Public statements, recommendations or advertisements by the Customer on grounds of willul intent or gross negligence or of willul intent or gross negligence on the part of a simpler shall be labele in accordnance with the provisions of the law in respect of compensation claims asserted of a representative or vicarious agent of the Supplier's nation to be supplier or a will of the supplier instore as no blane attached to the Supplier for a will of a converse apply to any negligent injury to life or line bording their death, nor to mandatory liability under the German Product Liability Act [ProdukthatIngesestz].
 The Customer's guarantee that the H rmann garage door will notion reliable yeatends for a period of 10 years the period of guarantee currently in force. The guarantee onthe applies of the contract only. The fully optical of guarantee currently in force. The guarantee entitlement applies only for the country in which the H by goods must have been obtained via the channel of the guarantee, we will elimited all defects in the H rmann product which are elemonstrably goods free of charge will goods which are without deet. We on taccept removal, installation or shipping avecluded: Normal wear and tear, improper installat become our property. Claims resulting the the genonstrably goods free of charge will goods which are without deet. We o

- The Supplied gives he guarances in the sign exact the term guarances.
 Any more extensive contractual or tortious liability claims by the clustomer are excluded. We therefore in particular accept no liability for loss or damage on suffered by the goods supplied, nor for loss of profits or other pecuniary loss suffered by the Customer.
 The Customer is not entitled to assign claims for material defects.
 Normal wear and tear, for example to wear parts such as springs, does not constitute a material defect.
 Entry into negotilations over reported defects does not constitute waiver on our part of the defence that the defect was not reported in good time and/or in an adequate manner. Parties charged with the inspection of defects are not entitled to acknowledge defects in any manner contrary to our interests.

- are not entitled to acknowledge delects in any mainter contrary to our interests.
 § 8 Limitations on Liability

 In the event of other compensation claims, in the case of a breach of duty constituting minor negligence the Supplier will be liable only for the typosally occurring loss or damage dependent on the type of goods purchased. This likewise applies in the case of a breach of duty constituting minor negligence is breaching non-essential contractual duties is excluded.
 Liability for negligent injury to life or limb or the impairment of a person's health including their death remains unaffected, as does mandatory liability under the German Product Liability Act [Produkthaftungsgeset2].
 In the event of the breach of a precontractual duty or of an impediment to performance which existed prior to entry into contract (*V* all a of the Germa Civil Code [BGB]), our duty to make compensation will be limited to the loss incurred by relying on our declaration.

- Iimited to the loss incurred by relying on our accuration.
 9 Limitation in Time
 The entitlement on the part of the Customer to retrospective fulfilment will expire two years after delivery of the goods, subject to // 438, Para. 1, No. 2 Products for constructional use 5 years and 479 Recourse claims of the German Civil Code (BGBI). Accordingly, the right to withdraw and claim a reduction in the purchase price pursuant to the provisions of the law is excluded.
 In respect of claims arising from replacement supplies and rectification work, the period of limitation shall be 6 months; the period will however extend as a minimum until the expire) of the initial guarantee.
 For claims arising from the German Product Liability Act [ProdHaftG], in cases of gross negligence, wilful or fraudulent intent, also in the case of injury to life or limb or the impairment of a person's health including their death and where a guarantee has been given, the period of limitation prescribed by law shall apply.
- 2. З.

- and where a guarantee has been given, the period of limitation prescribed by law shall apply.
 §10 Concluding Provisions
 The law of the Federal Republic of Germany shall apply. The terms of the UN Convention on the International Sale of Goods shall not be applicable.
 Subsidiary agreements and amendments must be confirmed in writing by the Supplier. This likewise applies to any modification of the clause stipulating the written form.
 The Supplier reserves the right at its choice to bring suit before the courts at the Customer's place of business. Otherwise, the exclusive place of jurisdiction for both parties shall be Bielefeld.
 The Supplying plant or delivery warehouse. For the payment obligations incumbent on the Customer, the place of fulfilment bail be the add office of H rmann KG Verkaufsgesellicataf in Steinhagen.
 In the case of written documents, the German version is brinding.
 Insofar as individual terms of the contract including these Terms and Conditions of Supply should be or become ineffective either in whole or in part, this shall not affect the validity of the remaining provisions. A provision which is wholly or party ineffective shall be replaced with such provision as most closely approaches the economic effect of the ineffective term.

II. Erection Conditions

Should the Supplier in addition to supplying the goods purchased also or exclusively undertake erection and similar works, the following Erection Conditions will apply in conjunction with the Terms and Conditions of Supply:

- the following Erection Conditions will apply in conjunction with the Terms and Conditions of Supply: **Preconditions for Erection** Should parts of the delivery show evident signs of damage or should the delivery be incomplete, the Customer must notify the Supplier no later than one working day following delivery of the purchased goods in order that remedial action may where possible be taken prior to the arrival of the erection team. Should the Customer negli-gently fail to give notification (including minor negligence), additional erection costs occasioned as a result thereof will be billed separately. The parts delivered must be stored dry and protected from the effects of weather and damage by third parties. To carry out the erection, one or more specialist erection staff will be made available by the Supplier according to the erection cost.
- 2.
- The parts delivered into use avoid on use pocused any and posted any and any and any and any any any and any any

- S 2 Works Carried Out at an Hourly Rate 1. Should the erection be carried out not at a flat charge but on the basis of cost incurred, the works will be charged at an hourly rate plus traveling costs, freight, provision of equipment, etc.. The erection guide prices listed by the Supplier will apply as from time to time amended. 2. Accounts must be settled and paid following receipt of invoice in accordance with / 3 of the Terms and Conditions of Supply:

- b stoppy:
 § 3 Acceptance
 1. Upon completion of the erection works, the Customer is entitled and obliged to accept the same by way of a written erection report.
 2. The works will be considered to have been accepted if the Customer fails to carry out acceptance within a reasonable period designated by the Supplier, despite being obliged to do so.
 3. From the time of acceptance onwards, insofar as the Customer does not at this time reserve corresponding rights, there shall be no further claim against the Supplier pursuant to / 634, No.. 1 No. 3 of the German Civil Code [[BGB] in respect of known defects.
- Limitation in Time Defect claims on the part of the Customer arising from the erection will be limited in time to one year from acceptance. The limitation period as per / 634 a, Para. 1, No. 2 of the German Civil Code [BGB] remains unaf-

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Hörmann KG Werne



Hörmann Genk NV, Belgien



Hörmann Beijing, China



Hörmann Gadco LLC, Vonore TN, USA

Hörmann is the only manufacturer worldwide that offers you a	GARAGE DOORS
complete range of all major building products from one source.	OPERATORS
We are manufacturing in highly-specialized factories using the	INDUSTRIAL DOORS
latest production technologies.	LOADING TECHNOLOGY
The close-knit network of sales and service companies throughout	
Europe, and the activities in the USA and China make Hörmann	HINGED DOORS
your strong, international partner for first-class building products,	DOOR FRAMES
offering "Quality without compromise".	

