

These general terms and conditions of delivery of **Vandaglas b.v.** were filed at the office of the Chamber of Commerce under number 75263025.

Article 1 Definitions

The following terms used in these general terms and conditions are understood as follows:

Vandaglas: is understood as the private limited company Vandaglas b.v., having its registered office in Breda and having its place of business in (6825 MD) Arnhem at the Meander 451, registered in the Commercial Register of the Chamber of Commerce under number 75263025;

other party: each and every natural person who or legal entity that requested an offer from or awarded a contract to Vandaglas for the delivery of goods and/or the supply of services.

Article 2 Applicability

- 2.1** These general terms and conditions apply to any and all agreements in pursuance of which Vandaglas acts as the provider, seller and/or supplier or supplies services with regard to the processing and/or treatment of glass and/or related products.
- 2.2** Applicability of general terms and conditions applied by the other party is expressly rejected; where required these terms and conditions take their place.
- 2.3** If terms and conditions other than these terms and conditions as intended in paragraph 1 also apply, then in case of a discrepancy the provision most favourable to Vandaglas, the latter at the discretion of Vandaglas, shall apply.
- 2.4** Deviations from these general terms and conditions are only valid if they were stipulated in writing by and between Vandaglas and the other party.

Article 3 Offers and confirmations

- 3.1** Vandaglas is entitled to revoke its offers and/or proposals after receipt and prior to confirmation by the other party.
- 3.2** Orders placed by the other party shall only have a binding effect on Vandaglas after they have been confirmed in writing or by email by Vandaglas in an order confirmation, contract confirmation, or otherwise.
- 3.3** The cancellation or change of a standard order by the other party is exclusively possible until 16:00 o'clock on the next working day after receipt of the order confirmation.
- 3.4** The following cannot be changed or cancelled: emergency orders, time-bound orders, reserved orders, and week orders and orders of glass installation materials.
- 3.5** After the other party has changed an order, Vandaglas shall send the other party a new order confirmation to which the period for cancellation or change as intended in paragraph 3 is equally applicable.
- 3.6** Vandaglas reserves the right to refuse orders, for any reason whatsoever.
- 3.7** Any and all samples and other data supplied with the offer or proposal are only made available by way of indication.

Article 4 Prices

- 4.1** Vandaglas is authorised to pass on taxes, import duties, levies or other charges that are implemented or increased by official authorities after the offer, proposal or the conclusion of the agreement to the other party.
- 4.2** If one or more of the cost price determining factors on which the price of Vandaglas is based are subject to a change, due to any circumstance whatsoever, after the proposal, offer or conclusion of the agreement then Vandaglas shall be entitled to increase the offered and/or stipulated price accordingly, without the other party being entitled to rescind the agreement.
- 4.3** Any and all prices are always exclusive of VAT, unless stipulated otherwise in writing by and between Vandaglas and the other party.

Article 5 Dimensions, weights, and sizes

- 5.1** With regard to dimensions and weights of any and all goods, Vandaglas reserves the tolerances in conformity with the applicable NEN standards.
- 5.2** Any and all sizes are rounded upwards in milli- metres in the calculation up to a number divisible by three, with the understanding that in case of standard sizes the said rounding takes place on the basis of a number divisible by two. These rounded sizes take the place of the actual sizes for all price, length, width, and surface area calculations.
- 5.3** For shapes other than rectangular the surface area is calculated according to the rectangle, which fits the mould, including the applicable surcharges for deviating sizes and models.
- 5.4** The costs for establishing sizes as also for manufacturing moulds, and all other additional activities are at the expense of the other party.

Article 6 Delivery period, transport, and delivery

- 6.1** Stipulated delivery periods are always an indication and cannot be qualified as fatal deadlines.
- 6.2** The transport of the goods of Vandaglas shall always take place at the risk and expense of the other party, unless stipulated otherwise in writing. For the amount that Vandaglas is entitled to charge for the transport, reference is made to the Vandaglas Services Overview, most recent version.
- 6.3** By default, Vandaglas takes out insurance against glass breakage during transport, unless the other party indicated in writing that it does not want to purchase standard insurance. For the premium Vandaglas refers to the Vandaglas Services Overview, most recent version.
- 6.4** Deliveries to the other party take place ex-warehouse Vandaglas or directly from the Vandaglas factory or the supplying manufacturer. Vandaglas shall always be free in the choice of the means of transport unless stipulated otherwise in writing or by email.
- 6.5** The transport comes to an end at the moment that the goods have been placed alongside the means of transport at the designated location.

Article 7 Packaging

- 7.1** The other party commits to make the empty packaging available to Vandaglas in the same condition and quantity on the day that Vandaglas picks up the packaging.
- 7.2** Upon delivery of the goods, Vandaglas makes packaging available to the other party. Vandaglas charges a fee for this. From the moment of delivery of the goods up to the day that Vandaglas picks up the packaging, the packaging shall fall under the responsibility of the other party.
- 7.3** The other party must inform Vandaglas in writing, by email or through other digital means that are offered by Vandaglas for this purpose as soon as the empty packaging can be picked up by Vandaglas.
- 7.4** For all user conditions and costs for packaging owned by Vandaglas reference is made to the Packaging Conditions and Services Overview of Vandaglas, both in the most recent version.

Article 8 Complaints

- 8.1** Unless specific quality requirements are imposed by the other party in the order, which were confirmed by Vandaglas in writing, the order shall be delivered in accordance with the applicable NEN standards that

apply to the production of insulation glass.

8.2 Vandaglas is entitled to deliver goods that deviate, to a minor degree, from the colour and/or pattern of the model, sample or other example, and that are manufactured in different batches.

8.3 Vandaglas shall not be liable for technically unavoidable deviations of colours, quality, pattern, and dimensions.

8.4 The other party is required to immediately after delivery of the goods inspect as to whether the delivered goods comply with the stipulated requirements. Defects that can be detected immediately upon delivery, including defects regarding (a) quantities, dimensions, configuration compositions, and colour, as well as (b) breakage of glass on the buck, must immediately be annotated on the document that is signed upon delivery (e.g. a consignment note). If, at the request of the customer, Vandaglas delivers goods "in the absence of the customer" then the other party must inform Vandaglas in writing within eight working days after delivery of defects in respect of (a) quantities, dimensions, configuration compositions, and colour, and within 48 hours on working days after delivery in respect of (b) glass breakage.

8.5 Quality complaints in the context of NEN1279, including visual and optical complaints, must be reported to Vandaglas by the other party in writing at the latest within three months after delivery of the goods and must be supported by as much visual material depicting the complaint as possible. The Warranty Conditions on IsoPerform and TriplePerform insulation glass remain applicable in full.

8.6 Failing timely notification of a complaint by the other party to Vandaglas, the other party cannot enforce any right in respect of Vandaglas.

8.7 If a complaint submitted in a timely fashion appears to be correct then Vandaglas shall only be required to replace the originally delivered goods with goods of the stipulated quality. Vandaglas is - at its sole discretion- also entitled to repair the goods, or to credit the relevant invoice. The other party shall, therefore, not be entitled to rely on rescission of the agreement. Any other or further liability of Vandaglas is excluded.

Article 9 Order on call and goods in storage or made available for processing

9.1 If the other party places an order on call or has in storage then it must actually be called and purchased within the period imposed by the other party and accepted by Vandaglas.

9.2 If after the expiry of the stipulated time limit, the other party does not express any intention or initiative to call or purchase the order then Vandaglas reserves the right to destroy the goods. The other party is informed accordingly by Vandaglas two (2) weeks in advance. If a reaction of the other party fails to materialise within this time limit then Vandaglas shall proceed with destruction, without being liable to pay compensation.

9.3 Damage to or breakage of goods that are stored or accepted for processing by Vandaglas under the authority of the other party shall be at the risk and expense of the other party.

9.4 The other party shall ensure the appointment of a quality assurance officer (kwaliteitsborger), if and insofar as required by law.

Article 10 Payment

10.1 Unless stipulated otherwise in writing, the other party is required to pay the invoices of Vandaglas within 30 days after the date of the invoice, without deduction of any discount. The payment must take place without settlement or suspension on any account whatsoever and without the other party being allowed to block its payment obligations through

attachment under itself or otherwise.

10.2 A payment is deemed to have been received as soon as the amount has been credited to one of the bank accounts of Vandaglas.

10.3 In case of a transgression of the payment term mentioned on the invoice, the other party shall automatically be in default without any further notice of default being required. As the occasion arises, the other party shall be liable to pay interest on the outstanding amount at 3% from the day that the payable amount fell due up to the day of payment in full.

10.4 Any payment is first applied to the costs, then to the accrued interest, and finally to the oldest outstanding invoices and the accruing interest, also if the other party designates a different order of allocation.

10.5 In case of late payment of an invoice then any and all payment obligations of the other party, irrespective of the fact if Vandaglas has already invoiced, immediately fall due.

10.6 Vandaglas is entitled to immediately claim the amount stipulated with the other party in full or to rescind the agreement in case of (imminent) bankruptcy/insolvency or (imminent) suspension of payment of the other party, or attachment on an important part of its business assets, attachment on goods designated for the implementation of the agreement or discontinuation or liquidation of its business.

10.7 In case of default of the other party, the other party shall be liable to pay any and all extra-judicial costs, which, at the discretion of Vandaglas, can be set at 15% of the total payable amount.

10.8 If Vandaglas files a winding-up petition/bankruptcy application in respect of the other party then the other party shall be liable to pay the costs of the relevant petition/application according to the rate applicable in the district where the petition/application is filed.

Article 11 Security and reservation of title

11.1 Vandaglas is, if there is good reason to fear that the other party shall not comply with its obligations pursuant to the agreement, entitled to require that, on demand of Vandaglas, security for compliance with its obligations, in particular the payment of the price stipulated for the goods and/or services, is immediately provided in the form required by Vandaglas. Non-compliance with a corresponding written demand shall entitle Vandaglas to suspend compliance with its obligations or to rescind the agreement, without prejudice to its right to claim compensation.

11.2 Any and all goods delivered and/or yet to be delivered by Vandaglas to the other party pursuant to a previous and/or later agreement remain the exclusive property of Vandaglas until all claims that Vandaglas has or shall have in respect of the other party, including in any case the claims as intended in Section 3:92 paragraph 2 of the Dutch Civil Code, have been paid in full. During this period the other party shall not resell the goods, barring with the express mention to the buyer that the goods are subject to reservation of title in favour of Vandaglas.

11.3 If the other party fails to comply with an obligation vested in the same, or in case of (imminent) insolvency/bankruptcy or (imminent) application of a (provisional) suspension of payment scheme, Vandaglas shall be entitled to immediately take back the goods that belong to the same from the location where they are located or require of the other party that the said goods are returned, all at the expense of the other party. Any and all costs and damage, resulting from or caused by the goods during the period that the goods were in the possession of the other party, shall be at the risk and expense of the other party. The other party is required to lend cooperation to Vandaglas if Vandaglas intends to rely on its recovery authority, subject to a penalty of 10% of the invoice amount.

11.4 If and as long as Vandaglas is the owner of the goods delivered or yet to be delivered to the other

party, the other party shall forthwith inform Vandaglas when the said goods were (threaten to be) attached or third parties otherwise enforce a claim in respect of (any part of) the said goods. Moreover, the other party shall on demand inform Vandaglas where the said goods are located.

11.5 The other party guarantees that an attachment of the said goods is lifted as soon as possible. In case of (imminent) attachment, (provisional) suspension of payment or insolvency/bankruptcy on the part of the other party, the other party shall forthwith inform the third party threatening to impose an attachment, the attaching bailiff, the administrator or the receiver of the (ownership) rights of Vandaglas.

Article 12 Force majeure

12.1 Vandaglas shall not be liable for damage as a result of circumstances that could not be foreseen by Vandaglas at the time of conclusion of the agreement. The following are, inter alia, qualified as such circumstances: lack of raw materials, factory failure of any type whatsoever, industrial action, lock-out or lack of employees, quarantine, epidemics or pandemics, natural disasters, mobilisation, state of war, war, traffic difficulties at railways or lack of means of transport, traffic blockages, as well as incomplete, late or failing compliance with their obligations in respect of Vandaglas by supplying (glass) manufacturers, irrespective of the relevant reason or cause.

12.2 In the event of force majeure, Vandaglas is entitled to suspend compliance with the agreement or to rescind the agreement. Vandaglas always reserves the right to invoice the part of the agreement that has already been implemented to the other party.

12.3 If Vandaglas later implements a part of the agreement then the other party is liable to pay the full stipulated consideration without any form of discount.

Article 13 Damage and liability

13.1 Complaints of the other party about the manner of implementation by Vandaglas of the agreement, and not related to the quality of the delivered goods, must forthwith be communicated to Vandaglas and in such manner that it can ascertain itself of the correctness of the complaint, failing which the other party cannot enforce any right in respect of Vandaglas.

13.2 Unless compliance is no longer possible, Vandaglas shall be entitled to yet comply with its obligations if the complaint submitted in a timely manner appears to be correct. The compliance takes place without the other party otherwise being entitled to claim anything from Vandaglas.

13.3 In all instances it is noted that Vandaglas shall never be liable to pay compensation that exceeds the normal invoice value of the goods and/or the services supplied in respect of which the compensation is claimed.

13.4 Vandaglas shall not be liable for damage resulting from a transgression of time limits and neither for consequential damage or indirect damage, including damage on account of lost profit and damage due to delays in building projects.

13.5 Vandaglas shall not be liable for damage to or loss of goods that are stored at Vandaglas at the request of the other party, whether or not

for orders on call or the processing of the said goods. The said storage shall always take place at the risk of the other party.

13.6 The other party shall be responsible for compliance with existing standards, practical guidelines, and/or factory instructions and the correct quantity, dimensions, thickness and/or composition of the glass communicated to Vandaglas.

Article 14 Warranty

14.1 For the warranty conditions on insulation glass, and single laminated glass, toughened glass and fire-resistant glass supplied by Vandaglas, Vandaglas refers to the relevant Warranty Conditions.

14.2 The other party cannot enforce any right pursuant to a warranty if the other party has not complied with all its obligations, either financially or otherwise, by virtue of the agreement concluded for the delivery of the goods.

Article 15 Prescription

15.1 Claim rights of the other party expire in respect of Vandaglas at the latest after a period of one year after the occurrence of the same has lapsed.

Article 16 Change of general terms and conditions

16.1 Vandaglas reserves the right to change these general terms and conditions at any time. Changes immediately take effect after they have been communicated to the other party. Continued use of our services after the change is qualified as acceptance of the new terms and conditions.

Article 17 Privacy

17.1 It may be required for the delivery of goods and the supply of services of Vandaglas to process personal data, e.g. an address and a name.

17.2 The provisions set forth in the privacy statement, as mentioned on the website of Vandaglas, apply to the agreement between Vandaglas and the other party, including these general terms and conditions.

Article 18 Applicable law; competent court

18.1 Dutch law is exclusively applicable to any and all legal relationships between Vandaglas and the other party.

18.2 Any and all disputes that may arise between Vandaglas and the other party shall be brought to the cognisance of the competent court of the District Court Gelderland.

