



GENERAL TERMS AND CONDITIONS

Vastgesteld door de Vakgroep GLAS van Bouwend Nederland, gedeponereerd bij de Griffie van de Rechtbank te Amsterdam onder nummer 21/2019.

General terms and conditions Nissink Business Glas B.V. Nissink project Glass b.v. Royal – Douche, Royal Door and Royal- Maritiem deposited at the Chamber of Commerce and factories of Zwolle. In General

All our offers, accordances and executions are exclusively mastered by the present conditions. Deviations must explicitly be agreed with us. In these conditions, the other party is: Every (legal) person, that has concluded an agreement with our enterprise and respectively wishes to conclude and except these, that one's representative(s), trustee(s) and heirs.

The conditions that are composed by the other party will remain unimpeded if these are not in conflict with the present conditions. If that would be the case, our conditions will have the priority at all times, even if the other party's priority has already been determined. On the actions, that the deponent of these conditions concludes as a contractor: vendor and exclusively relates to sales, delivery and installation of flat glass, will also be applicable on the present conditions for sales, delivery and installation of unprocessed flat glass, established by the association of wholesale businesses and adaptors of flat glass, Nederlandse Glasbond, deposited by the registrar of the county court in Rotterdam. In case of discordance the present conditions will be deployed.

OFFERS

All our offers, in general, are without obligation, unless it is expressly stated. If an offer is accompanied with estimates, drawings, catalogues or other documents, these remain within our property at all times and if requested have to be returned immediately.

When offers and/or other documents are send to us, we are not obliged to accept the order. Non-acceptance will be notified to the other party, as soon as possible, at least within 30 days after the written assignment. We reserve our right, also after our prior offer, to refuse without a statement of reasons, or send it back on reimbursement.

AGREEMENT

Subject to the following part there will be an agreement, after we have signed, accepted and confirmed the assignment, at which the date of confirmation is decisive.

The assignment has to be proper and complete, unless both parties have protested in writing. If additional agreements or amendments are made, we are obligated if they are confirmed in writing. If necessary the time of

deliverance will be customised. All the extra costs that are made are for the other party. In case transactions are send without an offer or confirmation, it is expected that the invoice will be complete and proper, except reclamation in less than 2 days.

Every agreement will be accepted with the condition that the other party is – according to us – sufficiently creditworthy to pay the agreement. We are entitled with or after agreeing the agreement, previous to achievement, to demand assurance of the other party that the payment as the other obligations will be accomplished. If necessary and to achieve a better result, we are entitled, after consulting with the other party, to bring in a third party. The extra costs will be calculated conform the current quotations.

Special provisions with regard to acceptance

A// DELIVERY

The term of delivery will start from the day we have given the oral acceptance, provided that we are in possession of all the necessary data of the possibly stipulated prepayment. The work that is accepted by us is considered to be delivered:

When we informed the other party in writing and orally that the activities are finished. After ten days, after we have informed the other party that the work is finalised and the other party has failed to incorporate the work within that term and condemned it fully or partially.

When the work of the other party has been introduced. Small defects will be restored by us, as soon as possible (we try to fix the defects within 30 days, after a written report has been made) and this cannot be a reason, for the other party, to not approve the work.

As previously mentioned, we are determined to repair the small defects as soon as possible, if notified within 30 days after delivery. We aspire to repair the defects within 30 days after a written report. The costs that come with are for the other party, barring exceptions in which the causes of the defects are due to us.

For the articles that are usually not in stock, hereby the corresponding conditions of delivery.

Amount/ Permitted delivery:

- 1-2 ST. / 1 ST.
- 3-9 ST. / 30 %
- 10/19 ST. / 20 %
- From 20 ST. / 10 %



The customer obligates himself to accept and take (the cargo in which is delivered too much) the delivery. Hereby we ask you to check the written confirmation of the order and return it within the coming 48 hours. If we have not received it, then the delivery will be as is mentioned on the confirmation of the order.

COMMITMENT OF THE OTHER PARTY CONCERNING

B// ACCEPTANCE

The other party will accept that previous, necessary deliveries, activities and facilities, to the requirements of the work, are done in time and when the execution of the work we have accepted takes place, it will not be delayed.

MANDATORY WARNING SALES OBJECTS

C// When the other party has the intention to sell the object, in which we have to do additional work, the other party is obligated to notify us without a reproach. Equal obligation is concerned if there has not been a complete payment.

PRICES

- 01 Unless it is mentioned differently, our prices: - excise duty, import duties, other taxes, charges, rights and packaging. Mentioned in Dutch or Euro currency.
- 02 When the cost price factors are increased we are entitled to increase the price of the order: with respect to the legislation, with that already known and upcoming surcharges have to be mentioned on the confirmation of the order.

DELIVERY

- 01 From the moment the contract of sale is concluded and the delivery outside of the transportation vehicle, the purchased products are risk of the other party.
- 02 The other party is obligated to check within 24 hours after delivery, if there are any shortages or impairments after the delivery : the packaging with delivery. After the check-up it is important to notify it, otherwise it will be in disposal of the other party.
- 03 If there are any shortages or impairments with or due to the delivery or on the packaging, the other party has to mention it on the delivery receipt, the invoice and/ or the document of transport, if this is not done, we assume the other party has accepted the delivery. Complaints will not be put on the table for negotiations.
- 04 We are entitled to deliver parts (partial deliveries), in which we can send the invoices separately.
- 05 The indication of time of delivery will always be communicated, unless it is agreed differently and mentioned explicitly in writing. We are obligated to observe the time of delivery as much as possible, but encroachment does not give the other party the right to get compensation, adjournment or cancellation of the previously concluded agreement.

- 06 When the affairs are declined by the other party after the time of delivery has been expired, they are stored at his disposal, at his expense and risk.

TRANSPORTATION AND RISKS

- 01 The way transport, shipment, packaging etc. is done, is determined by us , without further indication from the other party. Unless there has been agreed otherwise, the other party is responsible for all risks, including fault/negligence of the carrier.
- 02 Specific wishes from the other party concerning transportation/ shipment will only be executed if the other party declares to pay the extra costs.
- 03 We are entitled to charge a fee with the sustainable packaging. This will be mentioned on the invoice. If we charge a fee, it will be settled after shipping has returned in an undamaged condition.

NOT ACCOUNTABLE / NON - COMPLIANCE

- 01 Not accountable/ Non-compliance means: every independent, unforeseeable circumstance, in which fulfilment of the agreement cannot be demanded by the other party.
- 02 If the not accountable/ non -compliance is temporarily, we are entitled to postpone the execution, until the circumstances (not accountable/noncompliance) are no longer a problem. During that term the other party is not entitled to abjure the agreement.
- 03 If we have the opinion that the not accountable/ noncompliance has a permanent character, we can make arrangements to abjure the agreement and the associated consequences.
- 04 We are entitled to claim the payments of the work, that has been done at the implementation with reference to the agreement, before not accountable/ noncompliance has been proven.
- 05 The party thinks they are in the not accountable/ noncompliance situation, they need to inform the other party immediately.

INTELLECTUAL PROPERTY

- 01 The other party guarantees that the use of data or otherwise, is not in conflict with legal requirements or protected rights of third parties.
- 02 The other party indemnifies us completely against all direct and indirect consequences of claims in which third parties may assert against us on account of defacement of the first point of this chapter mentioned warranty.
- 03 All drawings, molds, lithographs, designs, sketches, models etc. which have been manufactured on behalf of us in the execution of the agreement, even as the right to use it. This is inalienable our property.



LIABILITY

- 01 Subject to the other party's evidence, or our negligence, of our subordinates or subcontractor and subject to imperative law provisions, we are not liable for loss or profits, whatever may come to mind to the other party or third parties, we are not liable for the damage as a result of personal injury or any other damage whatsoever.
- 02 Our liability will never exceed the total amount of the concerning order.
- 03 We are not liable for the damage which has been generated or caused by the use of the delivered products or the subordination of that in which the other party has purchased it.
- 04 By only accepting the delivered products by or on behalf of the other party and/or the third parties to pay compensation, regardless of whether the damage has been generated as a result of composition and/ or manufacturing errors or by any other cause.

In case of acceptance, the following provisions also apply.

- 05 The other party is responsible for all risks of theft, pollution, fire or damages of the cargo, equipment or materials that belong to us, if these are present at work.
- 06 Breaking or damaging the glass, after the client has placed it, will be paid by the other party.
- 07 If materials for the work are delivered by the other party, if they or if on behalf of them certain materials are stipulated and used, we are not responsible for the defects that have arisen, neither consequent damage, either to work, either by delay, unless agreed differently and expressly in writing.
- 08 The other party is obliged the objects, to which the assignment is concerned , to ensure against fire and storm damage. We do not accept any liability.
- 09 The other party will enable us and our employees to make use of the, present at the construction site, facilities, services and material of the (main) contractor, such as construction elevators, scaffolding and sanitation.
- 10 All products we deliver are without certificates, unless agreed differently in writing.
- 11 No guarantee is given on any of our products, unless agreed differently in writing.
Also composite products of float glass, like laminated glass products, regardless whether it is pvb, eva or liquid laminate.
- 12 The other party will promote and enable our employees to carry out their work all day without interruption.

COMPLAINTS

- 01 Any Complaints will only be dealt with by us, if they have reached us in writing- directly- within 3 days after delivery, with accurate information of the basis of the complaints. Any complaints regarding defects that are

not immediately noticeable, must be submitted within 3 days of the defect, with the understanding that filing a complaint is no longer possible after a period of one month after performance.

- 02 Complaints about invoices must also be submitted in writing and within 8 days after the invoice date.
- 03 After the expiry of this period, the other party is deemed to have approved the delivered goods or the invoice respectively. If so complaints are no longer handled by us.
- 04 If we believe the complaint is well-founded, we are only obliged to deliver the agreed performance.
- 05 Only if the complaint is well-founded, this suspends the payment of the other party until the moment the complaint has been settled.
- 06 Returning the delivered good can only take place after our prior written permission, with the conditions determined by us.

RETENTION OF TITLE

- 01 The property of the goods delivered by us to the other party, including supplied materials, pre-processed or not and components shall remain with us until the payment, by the other party, of the counter performance in respect of the items agreed or delivered or to be delivered or to be delivered by us pursuant to such an agreement, or in respect of activities performed or to be performed by the other party, to settle the claims due to shortcomings and the fulfilment of such an agreement. In case of suspension of payment, bankruptcy, liquidation of the other party, or overflow when the other party is a natural person, entitled to reclaim the order without any formal notice of judicial intervention. Cancellation and return are unimpeded to our right to compensation for loss or damage. In these cases, any claim from us to the other party will be immediately and fully claimable.
- 02 The goods can be resold or used by the other party in the context of its normal business operations, but may not be used as collateral nor serve as collateral for a third party's claim.
- 03 In case of treatment, processing or mixing of the delivered due or at the other party, we acquire the co-ownership of the newly created item(s), or the main item and for the value of the, by us, delivered (original) goods.

PAYMENT

- 01 Unless expressly agreed differently in writing, payment must be made in cash at delivery without discount, or by payment or transfer to a bank or giro account designated by us within 30 days after the invoice date.
- 02 The value date indicated on our bank/giro statements is decisive and is therefore regarded as payment day.



03 Unless expressly agreed otherwise in writing, in the case of contracting work, the contact price will be invoiced in 5 equal periods, plus the costs of any additional work, divided equally between the periods of time of the request of the assignment and the moment of delivery and payment and must be made without discount within 30 days after the invoice date.

04 All payment transactions made by the other party are primarily intended to pay any interest and collection costs incurred by us and subsequently to pay the oldest outstanding invoices.

05 In case the other party:

- a. Is declared bankrupt, assigns an estate, files an application for suspension of payments or attachment of all or part of his property is transferred.
- b. Passes away or is placed under guardianship
- c. By virtue of the law, fails to fulfil his obligations
- d. Fails to pay an invoice or part of the invoice within the stipulated period.
- e. Proceeds to cessation or transfer of his business or an important part of that, including the contribution of his company to an existing company, or changes to the objective of his business, because of not mentioning, we are entitled to consider the agreement as dissolved without any judicial intervention being required, or any amount owed by the other party on the basis of the services or goods supplied by us, immediately and without any warning or notice of default being required, we claim, as we are entitled to, our right of compensation of costs, damages and interests.

INTEREST AND COSTS

01 If payment is not made within the period mentioned in the previous article, the other party is legally in default and is due to pay from the invoice date an interest of 5% (part of a) month on the outstanding amount. Each time after the end of a year, the amount on which the

interest is calculated, will be increased by the interest due for that year.

02 All judicial and extrajudicial costs to be incurred shall be on behalf of the other party. The extrajudicial collection costs are at least 15% of the amount due by the other party including the aforementioned interest with a minimum of €15,000.

APPLICABLE LAW

Dutch law is exclusively applicable to all our offers, agreements and its implementation. The uniform laws concerning the international purchase of movable, tangible property and the conclusion of international purchase agreements concerning movable tangible property are expressly excluded.

DISAGREEMENTS

All disagreements, including those which are only considered as such by a party, arising from or in connection with the agreement, to which these conditions apply or the relevant conditions themselves and its interpretation or execution, both of factual and legal nature, shall be decided by an unauthorized civil court whose jurisdiction is located within our fortification, unless the cantonal judge is competent. We are nevertheless entitled to have the dispute settled by arbitration, in which we will notify the other party in writing. The other party then has the opportunity, during one month, to speak out for settlement by the civil court. In case the disagreement is settled by arbitration, three arbitrators will rule as good men in fairness. Appointment of the arbitrators shall take place in such a way that each party appoints one and the third is appointed by the two aforementioned arbitrators together. The costs of the arbitrators will be determined. If the above has not been deviated from, the provisions of Book IV of the Code of Civil Procedure apply.

