

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

In these General Terms and Conditions the "user" is defined as the party that uses these General Terms and Conditions in one or several agreements or refers to or tends to refer to these General Terms and Conditions in offers or other documents.

The "other party" is defined as the party that has accepted or is deemed to have accepted the validity of these General Terms and Conditions in any manner whatsoever.

Article 2 General; offers and confirmations

1. These General Terms and Conditions apply to all legal relationships, where the user acts as provider, vendor and/or supplier of goods and/or services, including treatment and/or processing and/or installation of glass and associated materials.
2. All offers are without obligation and valid for two months (from date of issue), unless they contain a deadline for acceptance. All samples and other information provided in the offer are provided by way of indication. If a quotation includes an offer free of obligation, which is accepted by the other party, the user shall be entitled to revoke the offer within five working days of receipt of the acceptance.
3. All orders taken by representatives of the user or intermediaries shall only be binding on the user if they have been confirmed in writing by the user in a confirmation of the instruction, an order confirmation or otherwise. Confirmation in writing should be taken to include communication by e-mail.
4. Applicability of any General Terms and Conditions used by the other party is hereby explicitly excluded; these terms and conditions shall supersede those where necessary.
5. The provisions of these General Terms and Conditions shall apply between the user and the other party, unless the parties have agreed otherwise in writing.
6. The weights, dimensions, capacities and other information included in catalogues, brochures, advertisements, images and price lists are provided as approximates only and can be changed by us at any time with regard to non-essential features.

Article 3 Prices

1. The user is authorised to pass on taxes, import duties, levies or other charges, introduced or increased by the government after the offer or the conclusion of the agreement, to the other party.
2. If one or more of the cost-price determining factors for the price or the prices of the user is/are changed due to whatever circumstance after the offer or the conclusion of the agreement, the user shall be entitled to increase the offered or agreed price/prices accordingly, without the other party being entitled to terminate the agreement.
3. All prices shall be stated in Euros, including Energy Surcharge, excluding VAT and other charges, and apply per m², unless agreed otherwise in writing.

Vetrotech Saint-Gobain Benelux

Branch of Vetrotech Saint-Gobain International A.G. • Hulsenweg 21 • NL-6031 SP Nederweert • Postbus 15 • NL-6000 AA Weert • The Netherlands

Tel: +31(0) 495 57 44 35 • vetrotech.benelux@saint-gobain.com • www.vetrotech.com

Chamber of Commerce: HR 14118360 • VAT no.: NL8205.57.316.B.01 • ING Bank • IBAN NL29INGB0651.5613.02 • BIC code INGBNL2A

GENERAL TERMS AND CONDITIONS

- Annually on 1 January, the user shall be entitled to index its prices in accordance with the input price index for construction costs, material component (2010 = 100), as published by Statistics Netherlands.
- The minimum order value amounts to € 175, excluding surcharges.

Article 4 Delivery; delivery period and transport

- Agreed delivery periods are indicative and are not deadlines.
- Deliveries are standard free domicile (without transport insurance).
- The user shall allow the other party to effect transport insurance with the user at 1.5% of the order costs. The other party is to take the initiative to take out the aforementioned transport insurance with the user.
- € 100 excluding VAT will be charged for deliveries to construction sites or a different delivery address as agreed between the parties. The relevant order will be delivered by means of a private crane truck by sealed road. We refer to the Road Traffic Act in connection with the height of tunnels. If the carrier is unable to unload, the goods will be taken back and still be delivered to your warehouse at a time convenient for the carrier. These additional costs, which are set at € 350 will be at your expense. These costs include costs for the new delivery at the building site.
- Transport and responsibilities ensuing from this shall end at the moment the glass has been placed next to the means of transport at the destination.
- Delivery on call is not possible.

Article 5 Packaging, orders, order confirmations, surcharges and cancellations

- All orders are packed in cardboard, in boxes or on stands.
- A small order surcharge of € 100 excluding VAT applies to orders, partial deliveries or backorders of less than 10m².
- The other party must provide orders with a desired delivery date, delivery address, reference, reference to our quotation number and indicate whether it is a backorder.
- Orders must be placed with the user in writing. This can be done by post or by e-mail.
- The other party is obliged to carefully check the order confirmation, including but not limited to the product, price and size. If the other party has not responded within 24 hours, the order confirmation is automatically considered to be final by the user. For subsequent corrections, not being credit entries, the other party is charged an administration fee of € 75, and, if any, the costs charged by the factory.
- The other party is responsible for correct application in accordance with the test report.

Vetrotech Saint-Gobain Benelux

Branch of Vetrotech Saint-Gobain International A.G. • Hulsenweg 21 • NL-6031 SP Nederweert • Postbus 15 • NL-6000 AA Weert • The Netherlands

Tel: +31(0) 495 57 44 35 • vetrotech.benelux@saint-gobain.com • www.vetrotech.com

Chamber of Commerce: HR 14118360 • VAT no.: NL8205.57.316.B.01 • ING Bank • IBAN NL29INGB0651.5613.02 • BIC code INGBNL2A

GENERAL TERMS AND CONDITIONS

7. For the first order, a credit line is applied for with a credit institution, such as Euler Hermans. If this is not granted or is exceeded, the other party may only place an order if the other party pays prior to commencement of production (prepayment).
8. For all models other than a rectangle or square, a model surcharge applies as specified in our list of models. The selected models should be accompanied by a clear drawing (DWG / DXF).
9. Costs of taking measurements, creating digital files for models, placing or attaching glass and all other additional operations will be borne by the other party.
10. Surcharges apply for Contraflam (Lite) for the following dimensions:
 - > 2000 x 3200mm and < 3500mm:
 - Single: +10%
 - Composite or insulated: +20%
 - > 3500mm and < 3800mm: +60%
11. A fee is charged for orders, the height or width of which is less than the minimum production dimension (see documentation of the user as known to the other party).
12. Surcharges for other products are described on the order confirmation or the invoice.
13. All measurements for surface calculation of ordered products to determine the price and packaging costs are rounded up to whole centimetres. The minimum area calculation is:
 - For single glazing (Pyroswiss and Vetroflam): 0.30 m².
 - For laminated glass (Contraflam Lite, Contraflam, Contraflam, Structure, Pyroswiss Stadip and Vetroflam Stadip): 0.40 m².
 - For insulated glass: 0.40m².
 - For burglary-resistant glass (Protect) and combination glass (Protect/Fire) : 0.50m².
14. In case of cancellations after the period specified in paragraph 5 of this Article, cancellation costs are charged in accordance with the cost of production.

Article 6 Complaints

1. Unless special quality requirements are made by the other party upon placing the order, and such requirements are confirmed by the user in writing, normal commercial quality in accordance with applicable standards shall be delivered.
2. The user is not liable for technically unavoidable deviations of model, sample, colour, quality, design and pure thicknesses.
3. Immediately after delivery of the goods, the other party is obliged to examine whether the goods delivered meet the agreed requirements. Defects that can be observed immediately upon delivery (including defects related to volumes, dimensions, colour and breakage), must be immediately specified by the other party on the document (such as a consignment note) that is signed upon delivery. Furthermore, the other party must confirm said defects in writing, including photographs of the relevant window(s) and of the stand, within 3 business days. If

Vetrotech Saint-Gobain Benelux

Branch of Vetrotech Saint-Gobain International A.G. • Hulsensweg 21 • NL-6031 SP Nederweert • Postbus 15 • NL-6000 AA Weert • The Netherlands

Tel: +31(0) 495 57 44 35 • vetrotech.benelux@saint-gobain.com • www.vetrotech.com

Chamber of Commerce: HR 14118360 • VAT no.: NL8205.57.316.B.01 • ING Bank • IBAN NL29INGB0651.5613.02 • BIC code INGBNL2A

GENERAL TERMS AND CONDITIONS

such a defect is not stated on the aforementioned document, the other party may not derive any rights from the defects referred to in this article.

4. The user cannot be held liable for thermal breakage of the glass (unshielded outdoors, already placed in the window frame etc.).
5. Delivered and/or placed glazing may, in case of complaints, never be removed and must always be kept available for the user. The right to claim lapses if this condition is not met.
6. In case of claims, the other party is required to provide the user with photographs or claim windows, failing which the claim is rejected. The other party must state the reference number on the window. The returns of photographs and/or claim windows are at the expense and risk of the other party.
7. If a claim that is timely submitted proves to be valid, the user will only be required to replace the originally supplied goods with goods of the agreed quality. Any costs relating to replacement are to be borne by the other party. Furthermore, the user has - at its own discretion - the right to repair the goods, or to proceed to credit the invoice amount already paid. Therefore, the other party will not be entitled to terminate the agreement. Any other or further liability of the user is excluded.

Article 7 Payment

1. The other party is obliged to pay the invoices of the user within 30 days after the invoice date without deducting any discount. Payment should be made without setoff or suspension for any reason whatsoever and without the other party being allowed to block its payment obligation by garnishment or otherwise. The user, however, is entitled to demand cash payment prior to or upon delivery of goods, at all times.
2. A payment is considered received once the amount is credited to one of the bank or giro accounts of the user.
3. In the event the term stated in paragraph 1 is exceeded, the other party shall be in default by operation of law, without any notice of default being required. In that case, the other party shall owe an interest of 3% per month or part thereof on the outstanding amount from the date on which the amount due has become payable until the date of payment.
4. Each payment shall first be deducted from the costs, then from the interest due and finally from the oldest invoices and accrued interest, even if the other party proposes to allocate the money in a different sequence.
5. In the event of late payment of an invoice, all payment obligations of the other party, irrespective of whether the user has already invoiced in this respect, become immediately due and payable.
6. In addition, the user has the right to demand the agreed price immediately and in its entirety, or to terminate the agreement in case of bankruptcy of the other party or its suspension of payments, seizure of a substantial part of its business assets, seizure of goods intended for the execution of the agreement or cessation or liquidation of its business.

Vetrotech Saint-Gobain Benelux

Branch of Vetrotech Saint-Gobain International A.G. • Hulsensweg 21 • NL-6031 SP Nederweert • Postbus 15 • NL-6000 AA Weert • The Netherlands

Tel: +31(0) 495 57 44 35 • vetrotech.benelux@saint-gobain.com • www.vetrotech.com

Chamber of Commerce: HR 14118360 • VAT no.: NL8205.57.316.B.01 • ING Bank • IBAN NL29INGB0651.5613.02 • BIC code INGBNL2A

GENERAL TERMS AND CONDITIONS

7. In the event of default by the other party, it shall pay all extrajudicial collection costs, which are determined at 15% of the total amount, with a minimum of € 500.
8. If the user submits a petition for bankruptcy of the other party, the latter shall, apart from the price agreed and the attached extrajudicial collection costs and costs incurred by the prosecution, also owe the costs of the bankruptcy petition in accordance with the rate prevailing in the district where the bankruptcy petition comes before the court.
9. The provisions under paragraphs 1 up to and including 8 above shall not be affected if the user, after the other party has appeared to be in default, sends any payment reminders or other requests for payment to the other party.
10. Partial delivery and/or partial performance shall be permitted. We reserve the right to invoice for such partial deliveries and/or partial performance as they are executed.

Article 8 Security and Retention of Title

1. If there is good reason to fear that the other party will not fulfil its obligations under the agreement, the user shall have the right to demand from the other party to immediately furnish satisfactory security in the form requested by the user for the fulfilment of all its obligations, in particular payment of the agreed price. Failure to comply with a written demand shall give the user the right to either suspend fulfilment of its obligations or to terminate the agreement, without prejudice to its right to compensation.
2. The user shall retain ownership of the goods it has delivered, as long as the other party has not fully complied with all of its obligations under the agreement, expressly including compensation claims due to failure in the performance of said agreement by the other party. Until that time, the goods delivered are deemed to have been stored by the user with the other party at no charge.
3. If the other party fails to fulfil any of its obligations, the user shall have the right to recover the goods belonging to him from the place where they are located, at the expense of the other party. All costs and damages relating to or caused by the goods during the period they were in possession of the other party, shall be at the expense and risk of the other party. The other party is obliged to cooperate with the user if the latter wishes to make use of its powers to recall the goods, on penalty of a fine equal to the invoice amount.
4. If and as long as the user continues to be the owner of the goods already or yet to be delivered to the other party, the other party will inform the user forthwith when said goods are seized or likely to be seized or the said goods, or any part thereof, are otherwise claimed by third parties. Moreover, the other party will inform the user at his request of the location of the said goods.
5. The other party will ensure that a seizure of the said goods will be lifted as soon as possible. In case of (imminent) seizure, (provisional) suspension of payments or bankruptcy on the part of the other party, the other party will immediately advise the third party threatening with seizure, the attaching bailiff, the administrator or the trustee of the user's (ownership) rights.

Vetrotech Saint-Gobain Benelux

Branch of Vetrotech Saint-Gobain International A.G. • Hulsensweg 21 • NL-6031 SP Nederweert • Postbus 15 • NL-6000 AA Weert • The Netherlands

Tel: +31(0) 495 57 44 35 • vetrotech.benelux@saint-gobain.com • www.vetrotech.com

Chamber of Commerce: HR 14118360 • VAT no.: NL8205.57.316.B.01 • ING Bank • IBAN NL29INGB0651.5613.02 • BIC code INGBNL2A

GENERAL TERMS AND CONDITIONS

6. The invalidity or unenforceability of any provision of these General Terms and Conditions shall not prejudice the application of other provisions and the relevant invalid provisions shall be deemed superseded by valid, enforceable provisions that most closely match the intent of the provisions to be replaced.

Article 9 Export control

The products of the user, including, where applicable, the respective technology or computer programmes are exported from the United States and/or from the European Union in accordance with applicable laws and regulations on export control. Any violation of these rules and regulations is strictly prohibited.

The other party remains fully responsible for, and in respect of this matter will act as a guarantor for the user or give him full compensation for all complaints, all damages or losses the user might incur, as well as all costs and expenses the user would incur in this respect as a result of any breach of the obligations under this article by the other party.

Article 10 Force majeure

1. The user shall not be liable for damage caused by circumstances the user was unable to foresee at the time of entering into the agreement. Such circumstances shall include: lack of raw materials, factory breakdown of any kind, strikes, exclusion or shortage of employees, quarantine, epidemics, natural disasters, mobilisation, martial law, state of war or war, congestion on railroads or lack of means of transport, traffic blockades, as well as incomplete, late or non-performance by suppliers of their obligations in respect of the user, irrespective of the reason or cause.
2. The user has the right to suspend or terminate performance of the agreement in case of force majeure. The user reserves the right to invoice the other party for the already executed part of the agreement.
3. If the user performs a temporarily suspended part of the agreement at a later stage, the other party shall owe the entire agreed compensation without any discount.

Article 11 Damage and liability

1. In all cases, the user shall on no account be liable to pay compensation that exceeds the invoice value of the goods and/or services in respect of which compensation is sought.
2. The user shall not be liable for any damage occasioned by exceeding any deadlines, nor for any consequential loss or indirect loss arising from reasonably foreseeable, whether or not indirect, consequences.
3. The user shall not be liable for any damage to or loss or destruction of goods that are stored with the user at the request of the other party. Such storage shall always be at the risk of the other party.
4. The user is solely liable for damages to the building and damage to and loss of building materials, tools or other objects delivered at the worksite or during the work when caused by

Vetrotech Saint-Gobain Benelux

Branch of Vetrotech Saint-Gobain International A.G. • Hulsenweg 21 • NL-6031 SP Nederweert • Postbus 15 • NL-6000 AA Weert • The Netherlands

Tel: +31(0) 495 57 44 35 • vetrotech.benelux@saint-gobain.com • www.vetrotech.com

Chamber of Commerce: HR 14118360 • VAT no.: NL8205.57.316.B.01 • ING Bank • IBAN NL29INGB0651.5613.02 • BIC code INGBNL2A

GENERAL TERMS AND CONDITIONS

clearly demonstrable intent or gross negligence of himself or of those whom he has engaged for the performance of the obligation.

5. The user shall not be liable for the method of placing glass in accordance with existing standards, practice guidelines and/or manufacturer's instructions, incorrect properties, thickness and/or composition. Nor shall the user be liable for the consequences of placing glass in grooves of incorrect size, shape or finish and/or under weather conditions that make it impossible to place the glass in dry and clean grooves.
6. The other party guarantees the accuracy and completeness of the information it has provided, which are necessary to allow the user to make a correct assessment of its obligations and/or related risks. The user shall not be liable for any research into the accuracy and/or completeness of the relevant information. The user shall on no account be liable for any direct or indirect damages resulting from incorrect and/or incomplete information provided by the other party and the other party shall indemnify the user against any third party claims in this regard.

Article 12 Warranty

1. If the manufacturer provides a warranty, whether or not via the user, in respect of the insulated double glazing supplied and/or placed by the latter, the warranty conditions of the manufacturer shall exclusively apply in respect of the liability of the user for the quality of the delivered or placed insulated double glazing.
2. If the manufacturer, for whatever reason, legally or factually, does not provide a warranty, no guarantee will be provided by the user either. The user shall use its best endeavours to promote that the manufacturer fulfils its obligations under the guarantee provided.
3. The other party may not invoke any rights under any warranty, as long as it has not fulfilled all its obligations, both financial and otherwise, arising from the agreement regarding the placement of glass.
4. In case of changes in the product composition after we have delivered the glass, the warranty shall lapse.
5. Warranty periods on our products never exceed 5 years.

Vetrotech Saint-Gobain Benelux

Branch of Vetrotech Saint-Gobain International A.G. • Hulsensweg 21 • NL-6031 SP Nederweert • Postbus 15 • NL-6000 AA Weert • The Netherlands

Tel: +31(0) 495 57 44 35 • vetrotech.benelux@saint-gobain.com • www.vetrotech.com

Chamber of Commerce: HR 14118360 • VAT no.: NL8205.57.316.B.01 • ING Bank • IBAN NL29INGB0651.5613.02 • BIC code INGBNL2A

GENERAL TERMS AND CONDITIONS

Article 13 Applicable law; competent court

1. All legal relationships between the user and the other party are exclusively governed by Dutch law.
2. All disputes arising between the user and the other party (established in the Netherlands), will be exclusively submitted to the Dutch courts, to be designated at the discretion of the user, either the competent court in Roermond or the competent court in Rotterdam, or the competent court according to the normal competency rules of the Code of Civil Procedure. If the other party is not established in the Netherlands, the CISG shall apply.

These General Terms and Conditions were lodged with the Chamber of Commerce Limburg under Act No. 20/2015 on 21 July 2015. A copy of the terms and conditions will be forwarded upon request to that effect, free of charge.

Vetrotech Saint-Gobain Benelux

Branch of Vetrotech Saint-Gobain International A.G. • Hulsenweg 21 • NL-6031 SP Nederweert • Postbus 15 • NL-6000 AA Weert • The Netherlands

Tel: +31(0) 495 57 44 35 • vetrotech.benelux@saint-gobain.com • www.vetrotech.com

Chamber of Commerce: HR 14118360 • VAT no.: NL8205.57.316.B.01 • ING Bank • IBAN NL29INGB0651.5613.02 • BIC code INGBNL2A