

**GENERAL TERMS AND CONDITIONS OF SCHEUTEN GLAS NEDERLAND BV
AND ITS AFFILIATED COMPANIES**

ARTICLE 1 APPLICABILITY AND DEFINITIONS

1. These Standard Terms shall be applicable to all offers and all agreements by a Scheuten entity (including Scheuten Base Glass B.V., Scheuten Glass Holding B.V. and Scheuten Absoluut Glastechniek B.V.) and were filed on 9 December 2021 with the registry of Roermond Court and shall be sent free of charge to the counterparty upon initial request to do so.
2. In these Standard Terms, the following words shall be understood as:
 - Counterparty: The individual or legal entity which according to paragraph 1 receives offers from or signs agreements with us;
 - Direct damages: Material damages to the glass sold, supplied and/or treated, processed and/or installed by us (including accompanying materials);
 - Indirect damages: All damages not falling under the definition of direct damages such as consequential damages, lost profits, bodily injury, intangible damages, savings forfeited, reduced goodwill, damages due to operational disruption, damages resulting from claims by the counterparty's buyers, interest and costs.

ARTICLE 2 STANDARD TERMS OF THE COUNTERPARTY AND DIVERGENT AGREEMENTS

1. The counterparty's standard supply, payment and purchasing terms shall not be applicable to these offers and agreements signed with us and are expressly rejected.
2. Understandings reached between us and the counterparty which differ from these Standard Terms shall only be considered agreed if we confirm such understandings in writing.

ARTICLE 3 OFFERS, AGREEMENTS AND PRICES

1. All offers shall at all times be non-binding. If an offer is accepted by the counterparty we shall be entitled to revoke the offer within five working days of receipt of confirmation.
2. Information and attachments provided by us with the offer shall be for information purposes and merely provide a general representation.
3. Where a sample or a model is shown or provided to the counterparty prior to or with an offer this is solely being done by way of indication without the items having to correspond thereto.
4. We reserve all intellectual and industrial property rights for items provided with offers such as illustrations, (construction) blueprints, diagrams, materials lists, software and other documents. All of the items cited and other documentation shall remain our property and may not be completely or partially copied, shown or given to third parties nor used in commerce in any other way without our express written consent.
5. If our offer does not result in any agreement with the counterparty, all items and other documentation as referred to in the previous paragraph shall be returned to us free of charge by the counterparty.
6. If the counterparty places an order with us, the content of the agreement is only completely confirmed by means of the order confirmation transmitted by us to the counterparty on the basis of that order.
7. The prices shall be applied that are valid on the day of delivery. If, after the bid or after an agreement has come about one or more of the cost-determining factors on which our prices are based is subject to change due to any circumstances we shall be entitled to raise the prices in the bid and/or agreement accordingly without this entitling the counterparty to complete or partial release from the agreement. Cost-determining factors shall be understood to include taxes, import duties, rates and other charges imposed by public authorities.
8. Unless otherwise expressly noted, the prices given shall be "base prices" exclusive of any eventual additions or reductions.
9. The "base prices" given shall, in accordance with what is stipulated in article 4, paragraph 4, be based on delivery free to the counterparty's warehouse or free to a building indicated by the counterparty or to another delivery address in the Netherlands, with the exception of the Frisian Islands.
10. The "base prices" given shall be exclusive of VAT, energy surcharges and any other order, product, production and shipping related surcharges, unless otherwise noted in the offer and/or contract prices. An overview of such surcharges, computation methods and other terms shall be available from us on request.
11. All orders or assignments accepted by representatives, intermediaries or employees shall only bind us if they are confirmed by us in writing.

12. We expressly reserve the right to deviations in length, breadth, thickness, surface or colour within the usual tolerances in the calculations we draw up.
13. For determination of glass thickness and/or composition and/or structure we draw the counterparty's attention to applicable standards. Deviations from such standards, if accepted by us, shall be expressly for the account and risk of the counterparty.
14. Orders by the counterparty on call-in can only be sent to production by us if the counterparty indicates an expected date of delivery. Delay in delivery by more than thirty days from that expected delivery date shall mean that the counterparty is legally in arrears and may be challenged by us to pay.
15. Unless special quality demands are made by the counterparty when ordering and which are confirmed by us in writing, conventional commercial quality shall be supplied by us.

ARTICLE 4 DELIVERY DEADLINE, DELIVERY AND RISK

1. The delivery deadlines given shall be indicative and may never be seen as a definite deadline unless otherwise agreed.
2. Except for intent or deliberate recklessness by our general management or by managerial subordinates, the counterparty may not lay any claim to damage compensation and/or release from the agreement in case the delivery deadline is exceeded by up to 30 days and even after declaring us in arrears. If the delivery deadline is exceeded by more than 30 days the counterparty must declare us in arrears in writing. In that declaration, the counterparty must provide us with a reasonable deadline for compliance.
3. The delivery period shall commence on the day on which written confirmation of the order/job is received by the counterparty but not before the counterparty has complied with any eventual particulars related to execution of the agreement and which must first be brought about by the counterparty.
4. Delivery shall be in the Netherlands (except for the Frisian Islands) free of charge to the counterparty's warehouse or, if expressly agreed, to another building or other delivery address instructed by the counterparty. Orders by the counterparty for less than 35 m² and/or for an invoiced value (exclusive of VAT) of less than € 250.00 shall only be delivered to the counterparty's warehouse unless otherwise expressly agreed and the counterparty pays the applicable (shipping) surcharge.
5. The counterparty shall at all times bear responsibility that the delivery address can be reached with conventional means of transport and for (timely) availability of proper unloading options. Unless otherwise agreed in writing, the counterparty must itself take care of unloading at delivery in accordance with the Scheuten Packaging Policy. Direct damage within the meaning of article 1, paragraph 2 occurring during unloading shall at all times be completely at the expense of the counterparty, unless unloading is performed on the basis of a written agreement by our employees or by employees of shipping company engaged by us. Only objects for which the counterparty can show that damages within the meaning of article 1, paragraph 2 occurred to them during shipping shall be replaced by us, within the meaning of article 10, paragraph 4, by items of agreed quality or shall be credited. The counterparty must immediately upon reception check items of agreed quality for breakage, flaws and/or damages. Broken panes and other obvious damage must be noted by the counterparty on the waybill.
6. We are authorised to supply in portions. Orders or portions thereof that cannot be immediately delivered shall be noted for subsequent delivery. The counterparty shall be notified of this by us.
7. The risk of damage, destruction and/or loss of the items to be delivered shall pass to the counterparty as soon as the items have been delivered by us to the counterparty's warehouse or to another building indicated by the counterparty or to a delivery address in the Netherlands.
8. If the counterparty fails to accept items ordered and/or bought from us, or fails to do so on time or completely, we shall be entitled to store such items at the expense and risk of the counterparty and to demand payment as if delivery had taken place.

ARTICLE 5 OWNERSHIP OF PACKAGING

1. The packaging, made available to the other party by Scheuten upon delivery (e.g. stillages and containers) (hereinafter referred to as: the "Packaging") always remains the property of Scheuten and must be returned to Scheuten.
2. The other party is held to expressly inform its chain partners in writing of the ownership of Scheuten of the Packaging and the return obligation to which the Packaging is subject as well as an obligation to contractually equally impose the said return obligation on its (further) chain partners.
3. The other party is responsible for the Packaging, also if it is present at its chain partners, from the moment that the Packaging is made available to the other party or its chain partners, up to the moment of return of the Packaging.

4. The Packaging is made available for a period of use of 30 calendar days. If the Packaging is not reported empty within the said period of use then the other party is liable to pay Scheuten a fee per day that expires from the end of the period of use in conformity with the Scheuten Packaging Policy.
5. Scheuten is always and without stating reasons entitled to claim back Packaging, regardless of the location of the Packaging.
6. The Scheuten Packaging Policy is applicable to the use of the Packaging. Hoisting a stillage (rack) is prohibited unless Scheuten has given its written consent.

ARTICLE 6 ACCEPTANCE OF WORK

1. If we have in our agreement with the counterparty assumed the obligation of treating and/or installing the glass then this article shall apply alongside of the other articles in these Terms. In case of contradiction the contents of this article shall apply.
2. In case of treatment and/or instalment of glass, the risk of the glass, that is of every pane separately, shall pass to the counterparty after the glass has been installed and/or assembled. If and to the extent that the counterparty has covered any risk (breakage, theft, etc.) by insurance, the risk shall instead pass to the counterparty as of the time of delivery.
3. The counterparty shall at the end of every working day be obliged to record the instalment operations performed by us on that day and, in case of piecework reconciliation, to approve them. If the counterparty fails to do so without reasonable grounds or, in regard to approval, fails to immediately notify us of approval in writing then the work shall be deemed to have been delivered to the satisfaction of the counterparty and to have been accepted and approved by the latter.
4. If a complaint, filed on time, with regard to instalment of glass is found to be justified then we shall only be obliged to reinstalment of that glass. Any other or further-reaching claim shall be barred by us except for intent or deliberate recklessness of general management or managerial subordinates and with the exception of mandatory legal regulations to another effect.
5. The counterparty shall assume liability for the accuracy of information contained in estimates and blueprints or otherwise provided by us regarding dimensions, quantities, designs, instalment methods, etc., both taken in the broadest sense of the word. If there is any discrepancy between this information and real conditions then we shall be entitled to compensation or additional payment.
6. The counterparty shall never be able to demand that we use special brands or specific quantities of the materials (such as putty, sealant, etc.) we handle unless this was expressly agreed in advance.
7. Underage or overage shall generally be billed according to the unit prices agreed between the parties. In the absence of this, billing shall occur according to the unit prices noted in the specifications.
8. When the estimate does not provide any outcome, billing shall occur on the basis of normally applicable prices applicable on the date on which the operations are performed or should have been performed.
9. Except for intent or deliberate recklessness by general management or managerial subordinates and with the exception of mandatory legal regulations to another effect, we shall not be liable for the consequences of instalment of glass in the wrong quality (according to existing standards, practice guidelines and/or plant regulations), thickness and/or composition. Except for intent or deliberate recklessness by general management or managerial subordinates and except for mandatory legal regulations to another effect, we shall not be liable for the consequences of instalment in runners of the wrong dimensions, the shape of the finishing and/or weather conditions that make instalment in dry and clean runners impossible.
10. For vertical transport of all materials to be transported by us, it must be possible to use the operationally safe and operationally ready construction crane or construction hoist available with its operating personnel on the construction site free of charge. It must be possible to carry out such vertical transport during normal working hours at times determined in close consultation with us.
11. If unloading materials on the upper storeys makes the availability of operationally safe and ready protruding scaffolding necessary the counterparty shall be obliged to provide the same at its expense. In the absence thereof, we reserve the right to suspend unloading and bill the costs to the counterparty.
12. Scaffolding eventually required for instalment of glass shall be available for us to use for free. The format and setup of such scaffoldings must be adapted to the operations we are to perform.
13. Except for intent or deliberate recklessness by general management or managerial subordinates and except for mandatory legal regulations to another effect, we shall not accept any liability in regard to instalment regulations stipulated without prior consultation with us.
14. If we are charged with instalment of materials made available to us for that purpose by the counterparty no liability shall be accepted by us, including during setup and related operations, relating to breakage of and/or damages to such materials.

ARTICLE 7 FORCE MAJEURE

1. Any breach of compliance with the agreement on our part may not be attributed to us if the causes of such a breach is not due to our fault or falls outside our sphere of risk. The obligations affected by force majeure shall be suspended for the duration of force majeure until we are again in a position to meet those obligations without our going into arrears in compliance with that obligation and without our being held liable for any damage compensation.
2. Causes such as those referred to in the previous paragraph shall be, among others, war, risk of war, civil war, terrorism, insurrection, armed attack, fire, leakage of water, flooding, industrial actions, plant occupations, lockouts, restrictions on imports and exports, government measures, defects in machinery, disturbances in the supply of gas, water and electricity, transport problems and slowdown or disruption of deliveries by third parties from which we purchase raw materials, materials or sub-supplies for execution of the agreement.
3. In case of a non-attributable breach in compliance with the agreement by the counterparty we shall be authorised to rescind the agreement in full or in part.

ARTICLE 8 BARRING AND LIMITING LIABILITY

1. For all direct damages of the counterparty, as described in article 1, paragraph 2, caused by a breach in compliance with the agreement attributable to us, our liability, except in case of intent or deliberate recklessness by general management or managerial subordinates or liability based on mandatory legal regulations, shall be limited to the agreed price of the glass sold and supplied, treated and/or processed and/or installed by us (exclusive of VAT).
2. For all indirect damages as described in article 1, paragraph 2, we shall not be liable except for intent or deliberate recklessness by general management or managerial subordinates on the basis of mandatory legal regulations.
3. We bar liability for damages caused by the actions of auxiliary personnel we make use of on our own initiative or due to instructions and/or orders of the counterparty in executing the agreement.
4. We bar liability for damages sustained in execution of the agreement as a result of the use of items made available by us, by third parties or by the counterparty and which are apparently not suitable for execution of the agreement.
5. All items such as materials, semi-finished products and machinery made available by the counterparty for carrying out the agreement shall not be insured by us. The counterparty shall be obliged to insure such items itself and to maintain such insurance for the duration of their being subject to our control.
6. The items referred to in paragraph 5 shall remain at the risk of the counterparty. The counterparty shall be liable in relation to us for all damages occurring from (use of) such items.

ARTICLE 9 BARRING AND LIMITING LIABILITY FOR ADVICE

1. Any general or specific technical advice given upon explicit request is provided with the reasonable skill, care and diligence that can be expected from a professional service provider under similar conditions, taking into account the laws, regulations and technical standards in force on the date of conclusion of the contract.
2. Any general or specific advice is only given within the framework of the project and the limits for which it has been requested, no further or otherwise. It is strictly based upon the written information previously provided by the customer. Incomplete information or erroneous information will influence the general or specific advice, for which no responsibility can be attributed to Scheuten. The customer is therefore requested to check again the written information previously provided to Scheuten upon reception of the general or specific advice or at the latest prior to the use thereof. Scheuten shall under no circumstances be held liable if other design aspects (acoustics, other mechanical and thermal loads, safety, security, replace ability etc.) should be or should have been considered, for which Scheuten did not get timely from the buyer the required information and request for analysis and evaluation.
3. Seller's advice shall not release the buyer from its obligation to inspect and test prior to their usage any products or combination of products as to their compatibility between them and suitability for the intended processes and uses. Any costs in respect of such inspection and test(s) shall be borne by the buyer. The use, processing and installation of products are solely undertaken at buyer's risk.
4. Scheuten will not be responsible for any costs and/or damages resulting from or in relation to the content of any general or technical advice it provides unless the damages were a result of an act or behaviour for which Scheuten is mandatory liable under the applicable law. Herewith Scheuten limits its liability as far as it is permitted under the applicable law. In any case, and as far as permitted by law,

Scheuten's liability shall be limited to the contractual value or the invoiced amount for the general or specific technical advice, no further or otherwise.

ARTICLE 10 GUARANTEE

1. Without prejudice to what is stipulated in article 10 and, unless otherwise noted in the bid, for items sold and supplied with factory and/or importer or wholesaler guarantees only the guarantee provisions shall apply that are provided by such suppliers.
2. With all items for which there is no special guarantee as referred to in paragraph 1, the counterparty must complain to us on the basis of article 10.

ARTICLE 11 COMPLAINTS

1. Without prejudice to what is stipulated in article 4, paragraph 5, the counterparty shall expressly bear the obligation of examining whether the items delivered meet the requirements of the agreement immediately upon their delivery or, if that is not possible, at the latest within eight days of delivery of the items.
2. The counterparty must inform us in writing immediately upon discovery or, at the latest, within eight days of delivery, of any eventual breaches on our part, failing which the counterparty may no longer assert any claim that the items delivered do not meet the requirements of the agreement. Breakage or other obvious damages are, in the absence of timely complaint, deemed to have occurred after delivery and do not fall under shipping insurance.
3. Items that do not meet the requirements of the agreement must not be installed and/or assembled but must be properly stored in their original condition until one of our controllers has inspected the items. Consequently, no re-installment compensation may be claimed. At our request, the counterparty must return to us free of charge the items which do not meet the requirements of the agreement.
4. If a complaint filed in time appears to be justified, we shall only be obliged to replace the originally delivered item with items of agreed quality or we may credit such items. The counterparty shall therefore not be able to assert any entitlement to rescind the agreement. Any other liability or further-reaching liability shall be barred by us, without prejudice to what is stipulated in article 8. Complaints do not prejudice the counterparty's obligations.

ARTICLE 12 PAYMENT TERMS

1. Payment for items we have supplied must be made within 30 days of the invoice date unless otherwise agreed in writing. Payment shall, unless we indicate otherwise on the invoice, be made in the Netherlands and, more precisely, to a bank or giro account we keep at a (branch of a) bank incorporated in the Netherlands.
2. The counterparty may not assert set-off in relation to us.
3. After the passing of the deadline cited in paragraph 1, the invoiced amount shall be immediately enforceable. The counterparty shall then be in arrears without any declaration of arrears being required.
4. Upon exceeding the deadline cited in paragraph 1, we shall be entitled to charge the statutory interest rate as per article 6:119a of the Dutch Civil Code for the unpaid amount starting as of the day on which the counterparty went into arrears up through the date of complete compliance.
5. Payments made by the counterparty shall at all times extend to satisfy all costs owed, thereafter interest and thereafter payable invoices that are outstanding for the longest period of time, even if the counterparty mentions that the payment relates to a later invoice.
6. If the counterparty has remained in arrears with timely compliance of its payment obligations, as described in paragraph 1, then the counterparty shall be obliged to assume payment of all out-of-court costs, costs of process and costs for legal assistance incurred by us and to pay them completely. Such costs shall also include other and/or higher costs than those costs of process chargeable by virtue of statute. In the event that we move to have the counterparty put into bankruptcy the counterparty shall also be obliged to pay for the costs of bankruptcy in addition to the costs cited above.
7. Without prejudice to what is stipulated in paragraph 3, the counterparty shall be automatically in arrears in the event of bankruptcy (or motion for bankruptcy), (motion for) suspension of payments, shutdown or liquidation of the counterparty's business, (motion for) initiation of statutory composition proceedings or placing the counterparty in judicial administration, without a declaration of arrears being required. The previous sentence shall be agreed as applicable if the counterparty fails to comply with its obligations under the agreements signed with us, or fails to do so properly or on time.
8. In the cases referred to in the previous paragraph we shall be entitled, at our option, without court

intervention, to either suspend execution of the agreement or rescind the agreement in full or in part by means of a written declaration to that effect, without prejudice to our right to claim complete damage compensation.

ARTICLE 13 CREDIT RESTRICTION SURCHARGE

1. All of our bids and offers, unless otherwise expressly stated, shall be exclusive of the credit restriction surcharge.
2. Our invoiced amounts may be increased by a credit restriction surcharge of 3%. The surcharge need not be paid in case of payment within eight days of the invoice date.

ARTICLE 14 POSTING OF COLLATERAL

1. Should we have good reason to fear that the counterparty will not meet its obligations under the agreement, we shall be entitled prior to or during execution of the agreement to suspend compliance with our obligations until the counterparty has posted collateral at our request and to our satisfaction for compliance with all of its obligations under the agreement. This provision shall also apply if credit has been stipulated.
2. After the deadline we set for posting of collateral has passed the counterparty shall automatically be in arrears and we will be able to rescind the agreement without court intervention by means of a written declaration, without prejudice to our right to complete damage compensation. Rescission as referred to in the previous sentence shall have retroactive force back to the date when the agreement was signed.

ARTICLE 15 RETAINED TITLE

1. The items we supply shall remain our property until the counterparty has met all obligations under agreements signed with us:
 - Counter-performance with regard to items supplied or to be supplied;
 - Counter-performance with regard to services provided by us under the agreement or to be provided by us;
 - Any eventual claims due to failure by the counterparty to comply with agreement(s) signed with us.
2. Items supplied by us which fall under retained title by virtue of paragraph 1 may only be sold onwards in the framework of routine exercise of the counterparty's profession. The counterparty shall not be authorised to hypothecate the items supplied or to attach any other rights to them.
3. We hereby at this stage reserve the right, with regard to items that have passed to the counterparty's ownership in accordance with what is stipulated in paragraph 1 and which are still in the counterparty's possession, to rights of lien as referred to in article 3:237 of the Dutch Civil Code for enhanced security of claims that we may have or come to have on the counterparty regardless of the reasons therefore.
4. If the counterparty fails to meet its obligations or if there is grounded reason to fear that it will not meet its obligations, we shall be entitled to remove (or have removed) the items supplied on which the retained title referred to in paragraph 1 refers is based from the counterparty or from third parties keeping such items on behalf of the counterparty. The counterparty shall be obliged to provide all cooperation for this purpose on penalty of an immediately enforceable fine of 10% per day of all it owes us.
5. If third parties wish to attach any rights to items supplied under retained title or to assert such rights the counterparty shall be obliged to immediately inform us hereof in writing.
6. The counterparty shall be obliged to:
 - insure and maintain insurance on the items supplied under retained title against breakage, damage, damages due to fire, explosion or water leakage and against theft and to provide us with the policy of such insurance for our inspection;
 - to pawn to us, at our first request, all claims by the counterparty on insurers with regard to the items supplied under retained title as referred to in article 3:239 of the Dutch Civil Code;
 - to pawn to us, at our first request, the claims the counterparty is given in relation to its buyers when selling onward items supplied by us under retained title as referred to in article 3:239 of the Dutch Civil Code;
 - to label the items supplied under retained title as our property.
7. If the agreement relates to items to be supplied by us to a counterparty domiciled in Germany, the following provisions shall likewise apply, with analogous application of what is stipulated in paragraphs 1 through 6 of this article:
 - The property-law consequences of the retained title shall be governed by German law;
 - The items supplied by us, in addition to the cases referred to in paragraph 1 of this article, shall

likewise remain our property until the counterparty has completely satisfied all of our existing and future claims, for whatever reason, increased with interest and costs;

- In the event of treatment or processing of the items supplied by us, the counterparty shall not become an owner of the new object but such treatment or processing shall be deemed to have been performed for us without any obligations accruing to us for this;

- If the items supplied by us become a component part of another object, or in case of mixture of the items supplied by us with other objects, we shall become co-owner of the new object in the ratio of the invoiced value of the items supplied by us to the invoiced value of the other objects. In the event that our property rights should lapse as a result of accession or mixture, the counterparty hereby at this stage transfers to us its (share in the) ownership of the newly created items.

ARTICLE 16 RIGHT OF RETENTION

We shall be authorised to retain the items or other goods of the counterparty in our possession or which may come into our possession until all that we are owed under the agreement signed is completely paid for by the counterparty.

ARTICLE 17 STATUTE OF LIMITATIONS

The counterparty's claims shall be time-barred at the latest at the end of one year after their incurrence.

ARTICLE 18 CONSUMER TRANSACTIONS

If the counterparty is an individual not acting in the exercise of a profession or business, the provisions of these Terms shall not apply to the extent they fall under the remit of article 6:236 of the Dutch Civil Code.

ARTICLE 19 CONSTRUCTIVE RE-INTERPRETRATION

If any provision of these Standard Terms are or become void, in the stead of said provision such a provision shall accede (where possible automatically) as most closely corresponds to the scope of the void or voided provision. The parties shall be mutually obliged to enter into serious consultations with each other regarding the text required by that new provision. The remaining provision of the Standard Terms shall retain their validity undiminished unless mandatory legal rules prevent this.

ARTICLE 20 GENERAL DATA PROTECTION REGULATION

1. In the context of the agreement it may be necessary for us to process personal data belonging to the Counterparty. The Counterparty gives us permission to process personal data and to provide personal data to third parties when this is necessary for the execution of the agreement.
2. We will take appropriate, technical and organizational measures to protect the Counterparty's personal data against loss or unlawful processing. When engaging third parties, we will ensure that the engaged third parties comply with the obligations arising from Articles 19.1 and 19.2.
3. As a Processor, we will enable the Counterparty to comply with its obligation to report a personal data breach. We inform the Counterparty immediately (no later than within two working days) after finding a personal data breach and the Counterparty fully cooperates with the investigation into and recovery of the detected infringement and the consequences thereof. If and insofar as the Counterparty has reason to suspect that a personal data breach has taken place at us, then the Counterparty has the obligation to report this suspected personal data breach to us without delay.

ARTICLE 21 DISPUTES AND APPLICABLE LAW

1. Applicable to all our offers and agreements shall be Dutch law. The application of the UN Convention on the International Sale of Goods ("Vienna Convention") shall be barred.
2. In regard to any disputes that may arise between us and the counterparty, the court of Roermond shall be solely authorised to take note thereof, unless rules of mandatory legal nature prevent this.
3. The Dutch version of these general terms and conditions will always take precedence over a version in a different language.