

GENERAL PURCHASE CONDITIONS SCHEUTEN, Version 2018/02

ARTICLE 1 DEFINITIONS

- 1.1 Scheuten: Scheuten Glas Nederland B.V., and all other entities of the Scheuten group, including but not limited to Scheuten Glass Holding B.V., Scheuten Glas Nederland B.V., Scheuten Absoluut Glastechniek B.V., and Scheuten Nederland B.V..
- 1.2 Other Party: Each party entering into an Agreement with Scheuten for the sale of products and/or the provision of services to Scheuten, or each party Scheuten is negotiating with about entering into an Agreement.
- 1.3 Agreement: All agreements, including these General Purchase Conditions, between Scheuten and the Other Party, each assignment given by Scheuten to the Other Party, as well as all legal acts relating to this.

ARTICLE 2 GENERAL

- 2.1 These General Purchase Conditions apply to all requests, quotes, offers, assignments, purchase orders, order confirmations, Agreements, and all related legal acts of or with respect to the Other Party.
- 2.2 The applicability of the Other Party's general (purchase) conditions will not be accepted by Scheuten, except where Scheuten has explicitly agreed to this in writing. In the event of any conflict between these General Purchase Conditions and the conditions applied by the Other Party and accepted by Scheuten, these General Purchase Conditions shall prevail.
- 2.3 The Other Party with whom a contract has been concluded on the basis of these General Purchase Conditions agrees to the applicability of these General Purchase Conditions to subsequent agreements between the Other Party and Scheuten.
- 2.4 Scheuten has the right to amend these General Purchase Conditions unilaterally. An amendment as referred to above shall have legal effect between Scheuten and the Other Party, including with respect to pre-existing Agreements, and shall enter into force 30 days following its notification by means of filing with the Chamber of Commerce, or in the case of pre-existing Agreements by notice by Scheuten to the Other Party, unless the Other Party communicates to Scheuten by registered letter that it does not agree to the interim amendment of Scheuten's General Purchase Conditions within 14 days after aforementioned notification of amendment, in which case the previous version of Scheuten's General Purchase Conditions shall remain fully applicable to the existing Agreement(s).

ARTICLE 3 CONCLUSION OF THE AGREEMENT

- 3.1 An Agreement shall only be concluded if and insofar as Scheuten has explicitly accepted an offer from the Other Party in writing or has sent a written confirmation to this effect. Insofar as the Other Party accepts an order or request from Scheuten which includes deviations, such deviations do not form part of the Agreement, unless Scheuten explicitly agrees to such deviations in writing.
- 3.2 If an order or request from Scheuten addressed to the Other Party refers to technical, safety, environmental, or other regulations that are not included in the order or request, the Other Party is deemed to be aware of the contents of the relevant regulations, unless the Other Party immediately notifies Scheuten in writing to the contrary.
- 3.3 All costs associated with drawing up an offer or quotation from the Other Party are for the account of the Other Party, unless explicitly agreed otherwise in writing.

ARTICLE 4 PRICE AND PAYMENT

- 4.1 All prices are fixed and expressed in euros. Prices are subject to the most recent version of the Incoterms DDP (Delivery Duty Paid), as drawn up by the International Chamber of Commerce and include proper packaging, transport, inspections, tests, certificates, and all other costs incurred by the Other Party in connection with the performance of its obligations, unless expressly agreed otherwise in writing.
- 4.2 Payment by Scheuten shall not be due until after full delivery and correct fulfilment of the contractual obligations by the Other Party, within 60 (sixty) days after the invoice date, unless otherwise agreed in writing.
- 4.3 Scheuten is entitled to deduct a payment discount, amounting to 5% of the agreed price as referred to in article 4.1 of these General Purchase Conditions, if Scheuten pays the Other Party in full within 5 days of the invoice date.

- 4.4 Invoices of the Other Party will only be accepted and paid by Scheuten if correctly specified and in conformity with the stipulations of the Agreement, if they contain the correct reference or order numbers, as well as the order date of Scheuten. Incorrectly specified invoices are returned to the Other Party and may result in a delay of payment.
- 4.5 Payment by Scheuten does not in any respect whatsoever imply a waiver of any right under the Agreement, these General Purchase Conditions, or the law. Payment cannot be regarded as constituting any acknowledgement by Scheuten of the soundness of the delivered goods or the services provided and does not release the Other Party from any liability in that regard.
- 4.6 The Other Party shall not be entitled to increase the agreed prices for products, services, raw materials, transport, or prices or costs of a different nature stated in the Agreement during the term of the Agreement. At the moment that the Other Party becomes aware, or at least should reasonably know, that the prices included in the Agreement will be exceeded, the Other Party is obliged to immediately notify Scheuten in writing of this (possible) exceeding, stating the amount and duly justified reason(s) for the exceeding. Scheuten shall only be obliged to pay the excess in respect of the Agreement if it has explicitly acknowledged its indebtedness.

ARTICLE 5 DELIVERY AND TRANSPORT

- 5.1 Delivery must take place at the location and time indicated by Scheuten, in accordance with the most recent version of the Incoterm DDP (Delivery Duty Paid), unless otherwise agreed in writing.
- 5.2 The delivery period commences at the moment the Agreement is concluded as referred to in article 3.1 and serves as a final deadline. Exceeding the delivery period means that the Other Party is in default without notice of default being required, and Scheuten shall be entitled to terminate the Agreement and/or claim compensation.
- 5.3 As soon as the Other Party becomes aware, or at least reasonably should know, that the delivery period included in the Agreement will not be achieved, or will not be achieved in time or in a satisfactory manner, the Other Party shall be obliged to immediately inform Scheuten of this in writing.
- 5.4 The Other Party shall not be entitled to make partial deliveries, unless agreed otherwise in writing. If the performance of partial deliveries has been agreed upon, for the purposes of these General Purchase Conditions, delivery shall also include partial deliveries.
- 5.5 The receipt of the products and/or the provision of services at the delivery location is the determining factor for compliance with the delivery period. The delivery period shall only be deemed to have complied with if, on the basis of the Agreement, all deliveries have been made in time and in full, including delivery of any associated resources, including but not limited to documentation, quality and guarantee certificates. Timely or correct delivery does not affect the fact that the products and/or services delivered may still be rejected by Scheuten in accordance with article 6, or that Scheuten exercises its rights by virtue of, inter alia, a shortcoming on the part of the Other Party.
- 5.6 The Other Party is obliged to ensure proper packaging, security, and proper transport in accordance with all applicable regulations. Breakage and/or damage caused by loading, transport and/or unloading shall be at the expense of the Other Party, even if the breakage and/or damage is discovered by Scheuten at a later stage.
- 5.7 If Scheuten requests the Other Party to defer the delivery, the Other Party shall be obliged to store, secure and insure the products to be delivered properly packed and recognisably destined for Scheuten.
- 5.8 The Other Party shall not be entitled to suspend its delivery obligations if Scheuten fails to fulfil one or more of its obligations.

ARTICLE 6 INSPECTION, REPLACEMENT AND REPAIR

- 6.1 Scheuten shall at all times be entitled to subject the products to be delivered (or delivered) to an inspection or test, or to examine whether the services provided have been performed in accordance with the Agreement and these General Purchase Conditions. The Other Party is obliged to fully cooperate in this respect.
- 6.2 In the event of total or partial rejection Scheuten will notify the Other Party in writing, stating the reason(s) for rejection.
- 6.3 In the event of (partial) rejection, the Other Party will repair or replace the products at its expense at Scheuten's discretion within 5 (five) working days after receipt of said notification. All additional costs of repair or replacement, including but not limited to the preparation of and/or reaching the products to be repaired or replaced (e. g. by means of a crane or scaffolding), shall be borne by the Other Party.

- 6.4 The products shall be inspected or tested again following repair and/or replacement as referred to in article 6.3. All costs associated with the new inspection or test shall be borne by the Other Party. If an inspection or test is not successfully completed twice, Scheuten shall be entitled to terminate the Agreement with immediate effect and/or claim compensation, without being obliged to compensate any costs and/or damage on the part of the Other Party.
- 6.5 In urgent cases where repair of the defect cannot reasonably be delayed and/or if it can reasonably be assumed that the Other Party cannot or will not timely or properly provide for repair or replacement, Scheuten shall have the right to carry out repair or replacement at the Other Party's expense and risk.
- 6.6 If the Other Party does not collect the rejected products upon request of Scheuten within 10 (ten) working days following receipt of the notification as referred to in article 6.2, Scheuten shall be entitled to destroy, dispose of or return these products at the discretion of Scheuten, without consent from the Other Party and at the Other Party's expense and risk.
- 6.7 Inspection and/or acceptance by Scheuten does not release the Other Party from any obligation under the Agreement, these General Purchase Conditions, or the law, and does not release the Other Party from any liability whatsoever.
- 6.8 Scheuten is never bound to any term set by the Other Party within which Scheuten must make it known that the delivered goods are rejected, or within which Scheuten must submit a complaint.

ARTICLE 7 TRANSFER OF RISK AND OWNERSHIP

- 7.1 Ownership and risk of the products and/or services shall pass to Scheuten at the time of delivery, in accordance with the most recent version of the Incoterm DDP (Delivery Duty Paid), unless (i) otherwise agreed or (ii) the products are rejected by Scheuten during or after delivery in accordance with article 6 of these General Purchase Conditions.
- 7.2 If the parties have agreed that payment will be made by Scheuten prior to delivery, ownership of the products shall pass to Scheuten at the time of payment. In respect of the products, the Other Party will be regarded as the keeper on behalf of Scheuten and as such shall be obliged to keep the products identifiable.
- 7.3 The Other Party guarantees that Scheuten acquires unencumbered ownership of the products. No retention of title applies in respect of the Other Party after delivery, and the Other Party shall waive all rights and powers it has under the right of retention or the right of recovery, unless otherwise agreed in writing.

ARTICLE 8 WARRANTY

- 8.1 The Other Party guarantees that the products and/or services to be delivered and associated documentation and/or certificates comply with the agreed specifications, properties, and (quality) requirements set out in the Agreement and these General Purchase Conditions, or - if nothing has been agreed in writing in this respect - with the specifications, properties, and (quality) requirements that are set in respect of these products and/or services in trade, or that are customary, irrespective of whether or not certain checks by Scheuten are carried out or possible. Furthermore, the Other Party guarantees that the products and/or services and associated documentation and/or certificates comply with all relevant national and international legal requirements and other government regulations, including but not limited to environmental and safety regulations.
- 8.2 The Other Party guarantees that the products and/or services are suitable for the purpose for which they are intended and ready for use, unless agreed otherwise in writing.
- 8.3 The warranties of the Other Party, as set out in articles 8.1 and 8.2 of these General Purchase Conditions, are valid for a period of at least 24 months after delivery of the relevant goods or services, or such longer period as is legally applicable, unless expressly agreed otherwise in writing.
- 8.3 Scheuten shall be entitled to pass on the warranty granted by the Other Party to (final) customers of Scheuten.
- 8.4 If the Other Party discovers that the products and/or services delivered by the Other Party do not comply (in whole or in part) with what is guaranteed by the Other Party in accordance with article 8.1 and/or 8.2 of these General Purchase Conditions, the Other Party shall be obliged to notify Scheuten thereof in writing without delay. This does not release the Other Party from any obligation under the Agreement, these General Purchase Conditions, and/or the law.

ARTICLE 9 LIABILITY

- 9.1 Every shortcoming in the performance of the obligations of the Other Party shall give Scheuten the right to oblige the Other Party to perform its obligations or to completely or partially remedy the shortcoming and/or the consequences thereof, at the expense and risk of the Other Party.
- 9.2 In principle, Scheuten shall have the right to choose the method of remedying a shortcoming. The right to compensation, in particular the right to compensation in lieu of repair, shall remain expressly reserved.
- 9.3 The Other Party is liable for all damage suffered by Scheuten and/or (final) customers and/or (end) users of the delivered products and/or services as a result of acts or omissions of the Other Party or its personnel or third parties engaged by the Other Party. The liability of the Other Party relates to both direct and indirect damage, including but not limited to trading loss, consequential and stagnation damage, loss of income and profits, loss of customers, and reputational damage.
- 9.4 The Other Party shall indemnify Scheuten against all claims of its (final) customers or (end) users of the delivered products and/or services as a result of acts or omissions of the Other Party, including costs of advice and legal assistance. If a claim referred to in the previous sentence is instituted against Scheuten, Scheuten shall notify the Other Party thereof in writing and provide any relevant data.

ARTICLE 10 INSURANCE

- 10.1 The Other Party must effect adequate insurance against (product) liability. This insurance obligation also extends to resources or support staff involved in any way in the performance of the Agreement. In particular, the Other Party is obliged to effect insurance for transport, unless agreed otherwise in writing.
- 10.2 The Other Party will record on its insurance policies that any payments made by the insurance company will be made directly to the party that actually suffered the damage. Upon first request, the Other Party will allow Scheuten inspection of the policy/policies.
- 10.3 The risk of statutory liability of the Other Party must be covered for a minimum amount of € 15,000,000 (in words: fifteen million euros) per event, unless otherwise agreed in writing. If the Other Party does not fulfil or does not fully fulfil this obligation, Scheuten shall be entitled to effect the said insurance with an insurer of its choice, at the expense of the Other Party.

ARTICLE 11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Other Party grants Scheuten a non-exclusive, perpetual, irrevocable, worldwide, and transferable right of use with respect to possible intellectual property rights in respect of the products and/or services supplied by the Other Party. This right of use also includes the right to grant a similar right of use to (potential) customers or to other third parties with which Scheuten maintains a relationship in connection with the operation of its business.
- 11.2 The Other Party guarantees that the use (including resale) of the products and/or services it has supplied does not infringe on any intellectual property rights or other (ownership) rights of third parties, and the Other Party indemnifies Scheuten against all claims of third parties arising from any infringement of such rights. The Other Party will compensate all damage suffered by Scheuten as a result of this.
- 11.3 Insofar as Scheuten provides the Other Party with resources - including but not limited to designs, drawings, materials, samples, and raw materials - in respect of which Scheuten has a right of intellectual property, the Other Party acknowledges that Scheuten is and will remain the owner of said resources at all times and that the Other Party will not obtain any intellectual property rights or title in respect thereof. The Other Party will manage all the resources referred to in this article 11.3 at its own expense and risk and maintain them in good condition. It will not use them on behalf of, or allow them to be used by, third parties, unless prior written permission has been granted by Scheuten.
- 11.4 If the Other Party develops products, materials, and/or semi-manufactured products within the scope of the Agreement, all intellectual property rights to be relied thereon will be vested exclusively in Scheuten. Any compensation for this shall be deemed to be included in the agreed price of the products and/or services. Where necessary, the Other Party will cooperate fully in the creation or transfer of these rights to Scheuten.

ARTICLE 12 CONFIDENTIALITY

- 12.1 The Other Party is obliged to keep confidential all that it becomes aware of in respect of Scheuten within the scope of the performance of the Agreement or otherwise, even if the said information is not specifically classified as confidential, and to stipulate the same in respect of personnel and third parties involved in any way within the scope of the Agreement. The Other Party is forbidden to use this information for its own use or for third parties.
- 12.2 Furthermore, the Other Party will not disclose information regarding its relationship with Scheuten to any third party without the express written consent from Scheuten.
- 12.3 The article remains fully applicable, even after (complete) performance of the Agreement, until Scheuten discharges the Other Party from the duty of confidentiality in writing.

ARTICLE 13 AMENDMENTS

- 13.1 Amendments and additions to any provision of the Agreement may only be agreed in writing. If an amendment and/or addition is agreed between the parties, such amendment or addition shall only apply to the relevant Agreement. If, in the opinion of the Other Party, an amendment has consequences for the agreed fixed price as referred to in article 4.1 of these General Purchase Conditions and/or the time of delivery, the Other Party shall be obliged to immediately inform Scheuten thereof in writing. Only after written agreement by Scheuten with regard to the amendment and/or addition shall it be deemed valid.

ARTICLE 14 SUSPENSION AND TERMINATION

- 14.1 Scheuten shall be entitled, at its discretion, to suspend the performance of all agreements between the parties, including the Agreement, in whole or in part, or to terminate these agreements in whole or in part, by means of a written statement without judicial intervention and with immediate effect, without Scheuten being obliged to pay any compensation, whilst retaining all rights to compensation for costs, damage, and interest in the event of any of the following:
- (a) failure on the part of the Other Party to fulfil one or more of its obligations under the Agreement or related agreements;
 - (b) (an application for) suspension of payments or declaration of bankruptcy of the Other Party;
 - (c) placing under guardianship or administration of the Other Party;
 - (d) sale or termination of the Other Party's business;
 - (e) withdrawal of permits from the Other Party required for the performance of the Agreement;
 - (f) loss in any way whatsoever of its assets by the Other Party, whether by attachment or attachment by garnishment or otherwise.
- 14.2 Any claims Scheuten may have or acquire against the Other Party in the situations referred to in article 14.1 will be immediately due and payable in full.
- 14.3 If the Agreement is terminated by Scheuten, Scheuten shall be entitled - without prejudice to its other rights of action - to demand submission of data, documents and/or materials that are in the possession of the Other Party for the performance of the Agreement, as well as to demand all other information required to achieve the agreed performance by Scheuten or by third parties.
- 14.4 Scheuten reserves the right to terminate the Agreement at any time for any reason whatsoever, with due observance of a reasonable notice period of no more than 3 (three) months.

ARTICLE 15 SETTLEMENT

- 15.1 Scheuten is authorised to set off amounts it owes the Other Party or any other company/companies belonging to the same group as the Other Party for whatever reason against amounts the Other Party or other companies belonging to the same group as the Other Party owes or owe Scheuten.

ARTICLE 16 GENERAL DATA PROTECTION REGULATION

- 16.1 In the context of the agreement it may be necessary for Scheuten to process personal data belonging to the Other Party. The Other party gives Scheuten permission to process personal data and to provide personal data to third parties when this is necessary for the execution of the agreement.
- 16.2 Scheuten will take appropriate, technical and organizational measures to protect the Other party'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 16.1 and 16.2.

- 16.3 As a Processor, Scheuten will enable the Other party to comply with its obligation to report a personal data breach. Scheuten informs the Other party immediately (no later than within two working days) after finding a personal data breach and the Other party fully cooperates with the investigation into and recovery of the detected infringement and the consequences thereof. If and insofar as the Other party has reason to suspect that a personal data breach has taken place at Scheuten, then the Other party has the obligation to report this suspected personal data breach to Scheuten without delay.

ARTICLE 17 FINAL PROVISIONS

- 17.1 If one or more provisions of these General Purchase Conditions should prove to be invalid or be rendered inoperative by a court, the remaining provisions shall remain in full force and effect.
- 17.2 All obligations between Scheuten and the Other Party are exclusively governed by Dutch law, to the exclusion of the conflict of laws and the Vienna Sales Convention, unless otherwise agreed in writing.
- 17.3 Any disputes between the parties that arise from or are otherwise related to any Agreement and/or these General Purchase Conditions and that fall under the jurisdiction of the civil-law sector of a court shall only be settled by the Court of Limburg, Roermond location.
- 17.4 The Dutch version of these General Purchase Conditions, or the Agreement(s) between the parties, shall always prevail over a different language version thereof.