

**Introduction:**

The following conditions apply to all contracts concluded by Fassawall B.V. with our customers ("Customer"), who are aware or who can be reasonably considered to be aware of the contents of these conditions.

Once the Customer has concluded a contract with us on the basis of these conditions or if the Customer is otherwise aware or can reasonably be considered to be aware of these conditions, then this fact will mean that these conditions will apply to each subsequent contract concluded with us.

**Article 1 Offers**

All our offers in which the contrary is not expressly indicated, are not binding and may be changed without notice if we have not confirmed or executed an order. For offers and/or deliveries where samples are used, the sample applies only to determine the average quality.

Offers and/or deliveries always occur with a tolerance as specified in Article 9. Verbal promises, orders and agreements are not binding on us unless and to the extent that this has been confirmed by us in writing.

**Article 2 Provision of information, guidelines, etc.**

Guidelines, data, calculations, and opinions regarding quality, features, durability and sustainability provided by us, orally or in writing, based on data provided by manufacturers or suppliers, practical experience, laboratory investigations and data obtained from third parties, are not binding except insofar as these have been explicitly included in a contract signed by the parties or an order confirmation signed by us. Goods/components of third parties are not guaranteed by us other than under the guarantee given to us by the supplier. The Customer will have to assess itself whether the product offered by third parties or the recommended structure is appropriate for it. We are not liable for damage caused by factors that fall outside our assessment.

**Storage** Film must be protected by the Customer from climatic conditions during storage, such as from UV radiation. If the film has a KOMO quality mark, the requirements should be fulfilled as defined therein.

**Article 3 Transport and delivery**

Delivery carriage free within the Netherlands will mean, unless otherwise agreed in writing, that the goods are shipped to the address stated in our order confirmation or specified to us and where the roads are reasonably accessible for the vehicle.

Upon arrival, the Customer will immediately take care of unloading the goods. If the Customer requests the help of the driver for unloading, this is at the risk of the Customer. A consignment note, delivery note or similar document issued upon delivery of the goods is deemed to correctly specify the amount of goods delivered, unless the Customer immediately upon receipt of the goods makes its objection known to the driver, makes a note of this objection on the consignment note and at the same time informs us of its objection in writing.

Even if the Customer informs us timely that it received fewer goods than stated on the consignment note, delivery receipt or similar document accompanying the delivery, this does not give the Customer the right to suspend payment for the goods that were delivered to it.

If the Customer, for any reason whatsoever, fails to fulfil the obligations referred to in this paragraph, then the costs and damage incurred in this context are for the account of the Customer, without any notice of default being required. Unless otherwise agreed, delivered and accepted goods cannot be returned.

**Article 4 Invoices for partial contract**

In the event of partial execution of an order by us, accepted by the Customer, the Customer is obliged to pay any separate invoice issued by us in the manner as set out in Article 7. This separate invoice will be deducted from the final invoice.

**Article 5 Delivery times and force majeure**

Quoted delivery dates are always approximate. A delayed delivery, if it is within reasonable limits, does not give any entitlement to compensation or (partial) cancellation of the contract. If we are prevented from performing the accepted contract by force majeure, then both parties are entitled to cancel the contract provided this occurs immediately following the notification of the situation of force majeure. Force majeure will mean any unforeseeable circumstances beyond our control that can reasonably be deemed to entail the prevention or impediment of the normal performance of the contract.

Force majeure will be understood in particular but not exclusively as: an epidemic, fire, war, strike, shortage of raw materials, technical operational failures of our company or our suppliers, transport difficulties, import difficulties and government measures, any unforeseen circumstance by virtue of which we or our suppliers are unable to meet our delivery obligation or to do so in good time.

**Article 6 Delivery on call**

If no deadlines have been set for delivery on call and if not all goods have been called within three months of the conclusion of the contract, we are entitled to demand in writing that the Customer specify the deadline within which the total quantity will be called, which demand the Customer is required to fulfil within eight days of the date of the demand. The deadline mentioned by the Customer after the demand may not exceed a period of three months.

**Article 7 Payment**

Payment must be made in Euros within 30 days after the invoice date, without any deduction, by bank transfer to our account at Postbank or in cash upon presentation of a receipt signed by us. The Customer is not entitled to suspension or set-off.

We are entitled to increase the invoice amount plus value added tax with a late payment surcharge of up to two percent. The surcharge is payable if and to the extent that the payment of the invoice amount occurs after the due date. If the payment term is exceeded, we will also charge statutory (commercial) interest. Furthermore, all costs and damage incurred for the recovery of the outstanding amounts, including costs of bailiffs, court fees and attorney's fees, are borne entirely by the Customer.

If we have reasonable cause to believe that the Customer has failed to comply with its payment obligation, in full or in part, then we are entitled to demand advance payment or security before proceeding to (onward) delivery. If the Customer remains in default, we have fulfilled our obligation to deliver by offering the goods to the Customer or its customers on payment.

**Article 8 Non-compliance by the Customer**

If the Customer fails to properly fulfil a contract concluded with us, we are entitled to cancel this contract and other contracts relating thereto without warning or notice, retaining our right to compensation for damage.

**Article 9 Tolerances and copyright**

**A.** The following upward and downward deviations are permissible in respect of the specifications set out in the contract. To assess whether these deviations are exceeded, the criterion

will be the average of the total quantity delivered of one type, quality, colour and design. For characteristics other than the permissible deviations listed below, the deviations allowed during earlier deliveries will be permissible and, in the absence thereof, the usual deviations.

The permissible deviations from the agreed quantity and amounts for customer-specific items produced with tolerances relative to quantities ordered:

0 – 500m <sup>2</sup>	30%
500 – 1,000m <sup>2</sup>	25%
1,000 – 2,500m <sup>2</sup>	20%
2,500 – 10,000m <sup>2</sup>	15%
10,000m <sup>2</sup> >	10%

If the Customer prescribes a minimum or maximum amount, these margins will be doubled. The permissible deviation in the agreed format amounts to 5% upwards and downwards in both length and width.

The permissible deviations in the agreed thickness amounts to 10% upwards and downwards. Deviations in colour are permissible, provided that such deviations are caused by production inaccuracies that are widely accepted as inevitable in the current production methods. A guarantee for colour fastness cannot be given. Slight deviations - even with regard to samples etc. - in quality, colouring, transparency etc. cannot be a reason for rejection.

During the production process the standard roll length of the product may change, whereby it is possible that the roll length is shorter than indicated by us. The minimum roll length is 10m1.

**B.** The designs, moulds and stereotypes remain our property and may not be reproduced without our prior written permission or given to third parties for use. We may attach conditions to such consent. We reserve all intellectual and/or industrial property rights, including any rights to patents and copyrights to works produced by us for the purposes of copyright law.

**Article 10 Retention of title**

All goods delivered by us will remain fully owned by Fassawall B.V. until the Customer has properly fulfilled all obligations of the contract(s) concluded with us.

Goods delivered by us subject to retention of title may not be resold and must never be used as a means of payment. The Customer is not entitled to pledge the goods that are subject to retention of title or to encumber them in any other manner.

The Customer will always do what may reasonably be expected of it in order to safeguard our proprietary rights. The Customer will store our property separately from other goods and make it known as our property.

The Customer is required to notify us immediately in the event that third parties levy an attachment or wish to levy an attachment on the goods that have been delivered subject to the retention of title or wish to establish rights in respect of such goods and to advise such third parties of the retention of title.

The Client undertakes to insure the goods that have been delivered subject to the retention of title and to maintain such insurance against fire, water damage, damage caused by explosion and against theft and to allow us to inspect this insurance policy upon our first request. In the event of any payment under the insurance, we are entitled to this amount. Insofar as necessary, the Customer undertakes to provide its cooperation in advance to all that may (appear to) be necessary or desirable in that context.

In the event we want to exercise our ownership rights as specified in this Article, the Customer hereby provides in advance unconditional and irrevocable permission for us to enter all those places where our property is located and to take back those goods. We are authorised to engage a third party to retrieve our property.

**Article 11 Non-compliance and complaint deadline**

The Customer must inspect the purchased goods when they are delivered or as soon thereafter as possible. The Customer should check whether the goods delivered conform to the contract. The Customer must notify us in writing of defects it has discovered or could reasonably have discovered within five days. If the Customer fails to notify us of defects within the period referred to above, the complaint will not be accepted and the Customer cannot enforce a claim.

If there is a defect in the goods delivered, we will repair the defect at our own cost or deliver replacement goods, such at our discretion.

Goods delivered by us are not defective if they have technically unavoidable deviations, and/or minor deviations in the quality and/or characteristics of the goods sold compared to samples provided as well as small differences in successive deliveries, which do not affect the use of the goods sold. We are not liable for defects that are wholly or partly the result of any government regulation regarding the nature or quality of the materials used.

If the goods supplied by us have not been processed, stored and handled in accordance with the guidelines set out in our brochure(s), we are not obliged to repair or replace defects arising in such cases.

**Article 12 Liability**

In the event of a defect in the goods delivered by us, we will repair the defective part of such goods delivered at our own expense or replace it, such at our discretion.

If we are liable, for whatever reason, our liability is limited to the invoice value of the performance provided. In no event are we liable for any consequential damage, including but not limited to operational damage, stagnation damage and/or loss of profit. Furthermore, we are not liable for damage caused by intent or gross negligence of our employees or agents.

Any claim for damages under these conditions will expire, if and when twelve months have elapsed since the complaint regarding the defect by the Customer without legal action being taken.

The Customer will indemnify us against all third party claims resulting from product defects in a product that is delivered by the Customer to a third party and that consists (in part) of products and/or materials delivered by us.

**Article 13 Price changes**

Taxes, import duties or price increasing levies, changes in currency parities or other government charges on building materials or transport introduced or increased after the offer or conclusion of the contract, will be charged to the Customer.

**Article 14 Disputes**

All contracts concluded by us are governed exclusively by Dutch law with the explicit exclusion of the Vienna Sales Convention.

Any disputes arising from a contract concluded with us will be submitted solely to the competent court in Zutphen (Gelderland District Court).