

GENERAL PURCHASE, DELIVERY AND PAYMENT TERMS

Article 1: Definitions

In these conditions, 'JTB' means:

JTB Product Development B.V.
Havikweg 21
6374 AZ Landgraaf

In these conditions, 'other party' means the natural or (private law) legal person as well as joint ventures without legal personality who wish to enter into or conclude an agreement with 'JTB'.

Article 2: Applicability of these conditions

- A. These conditions apply to every offer of JTB and to every agreement between JTB and another party to which JTB has declared these conditions applicable, insofar as these conditions have not been explicitly deviated by the parties. JTB will not accept reference of counterparties to their own conditions.
- B. The other party, with whom the present conditions were contracted once, is deemed to tacitly agree to the applicability of these terms and conditions to an agreement subsequently concluded with JTB.

Article 3: Quotes

- A. All offers and/or quotes are without any obligation unless expressly agreed otherwise.
- B. All agreements, even if and insofar as they have been agreed upon by either JTB employees or otherwise, will only be legal after a written confirmation by an authorized person working for JTB and/or an official order confirmation.
- C. The written order confirmation is deemed to be correct and approved, unless JTB has received written objections within eight days after the shipment.

Article 4: Execution of the agreement

- A. JTB determines the way in which, in its opinion, the order should be executed. On request, she has the duty to inform the other party in advance of the way in which the execution takes place, unless this is contrary to the nature of the order.
- B. JTB is entitled to outsource the order or parts of it or have it performed by third parties not employed by JTB, if this, according to JTB, is a good or efficient execution of the order, unless this is in conflict with the nature of the order.
- C. An order given to JTB is deemed to have been given for an indefinite period, but at least for a period of one year, unless otherwise agreed in writing. Termination or return of the order must be done in writing, with due observance of a period of at least three months and is only possible by the end of the year.
- D. After processing the order all relevant documents, provided by the other party, are being returned, unless agreed otherwise.
- E. If the mentioned documents are not received by the other party within one month after the end of the order, they will be stored at the expense and risk of the other party from that moment.

Article 5: Information and cooperation obligation of the other party

- A. The other party shall ensure that all information, which JTB reasonably requires for the proper execution of the given order, gets to JTB. JTB determines the way the delivery of the mentioned documents takes place. The other party also provides all other necessary cooperation in the execution of the order.

- B. JTB has the right to suspend the execution of the order until the other party has met the obligations as referred to in the previous paragraph.
- C. The other party is obliged to pay the damage that JTB suffers as a result of this delay.

Article 6: Confidential information

The parties are obliged, subject to legal obligations to disclose certain information, to maintain confidentiality with respect to the information received from the other party and the obtained confidential processing results. The parties will take all reasonable precautions.

Article 7: Collateralisation

- A. JTB is always entitled, before beginning or proceeding the work or before delivery or continuing delivery, to require sufficient certainty for the fulfilment of payment obligations by the other party.
- B. If the requested security is not shown in an inadequate manner or if the legal status of the counterparty has changed, JTB is entitled to dissolve the agreement in whole or in part without judicial intervention and to take back the already delivered products, without prejudice to the rights to JTB then on payment of which is due upon termination of the agreement due to costs for performed work and deliveries.

Article 8: Amendments to the agreement

If, after the order has been provided, changes are still required in the execution, these must be reported to JTB in time and in writing. If the referred amendments are communicated verbally or by phone, then the risk for the correct execution of one and another at the expense of the other party.

- A. JTB reserves the right to make a change in the price based on changes in the order.
- B. Changes made to an order already given may result in JTB exceeding the delivery time agreed before the changes. JTB will not be held responsible for such a delay.

Article 9: Changes in products to be delivered

JTB is authorized to deliver products that deviate slightly from the items described in the (purchase) agreement, but are equivalent in technical and/or functional terms. If JTB makes use of this option and delivers an item that deviates substantially from the agreed item, the other party is entitled to dissolve the agreement. The other party has this authority eight days after it has discovered the deviation or reasonably could have discovered it.

Article 10: Delivery

- A. Unless otherwise agreed the purchased or delivered products are at the risk of the other party from the conclusion of the purchase agreement. Unless agreed otherwise, delivery will take place at the other party's home/company. Franco delivery only takes place if and insofar as JTB has agreed with the other party and indicated on the invoice or otherwise. If one of the 'Incoterms' has been agreed as delivery condition, the Incoterms applicable at the time of the conclusion of the agreement will apply.
- B. The other party is obliged to take the (purchased) products at the time they are delivered or at the time they are made available to it according to the agreement. If the other party refuses the purchase or is negligent with the provision of information or instructions, necessary for the delivery, the products will be stored at the risk of the other party. In that case, the other party will owe all additional costs, including storage costs.

Article 11: Delivery time

An agreed delivery time is not a deadline, unless expressly agreed otherwise. In the event of late delivery the other party shall therefore declare the default of JTB in writing.

Article 12: Part deliveries

JTB is allowed to deliver (sold) products in parts. This does not apply if a delivery has no independent value. If the products are delivered in parts, JTB is authorized to draw up a separate invoice for each part.

Article 13: Defects, complaint terms

- A. The other party must inspect the (purchased) products upon delivery or as soon as possible, or carry out this inspection after notification from JTB that the products are at the disposal of the other party. The other party must check whether the delivered products comply with the agreement, namely:
 - whether the right products have been delivered;
 - whether the delivered products are in accordance with the agreed quantity (for example the number and quantity);
 - whether the delivered products meet the agreed quality requirements or if these are missing from the requirements that may be set for normal use and/or commercial purposes.
- B. If visible defects or shortcomings are detected, then the other party must notify JTB in writing within five working days of delivery.
- C. The other party must report non-visible defects to JTB within five days of discovery, but no later than four weeks after delivery.
- D. Even if the other party makes a timely complaint, its obligation to pay and accept orders that have been made remains. Products can only be returned after prior written consent of JTB.
- E. With the delivery of glass, if the delivered glass has already been cut, placed or otherwise processed or brought into the power of third parties, JTB is not held to replace the delivered glass and JTB is also in no other way liable to the seller.

Article 14: Technical requirements etc.

- A. A. Unless the other party has set special quality requirements, which have been confirmed in writing by JTB, JTB will simply deliver the commercial quality.
- B. JTB is not liable for technically inevitable deviations of colours, quality, design and pure thickness. Nor is JTB liable for hidden defects in the delivered products.
- C. With regard to the dimensions and weights of all delivered products or products to be delivered, JTB maintains the usual tolerances at the factories that are responsible for the production. All sizes in millimeters are rounded up in centimeters during the calculation. These rounded sizes replace all actual sizes during price-, length-, width- and surface calculations. For shapes other than rectangular the surface is calculated according to the rectangle that fits the mold.
- D. If the products to be delivered in the Netherlands are to be used outside the Netherlands, JTB is responsible for ensuring that the products to be delivered meet the technical requirements or standards set by laws or regulations of the country where the products are to be used, if conclusion of the (purchase) agreement of the use abroad has been reported. Also all other technical requirements, which are set by the other party to the products to be delivered and which deviate from the normal requirements, must explicitly be reported by the other party at the conclusion of the (purchase) agreement.

Article 15: Samples, models and examples

If JTB shows or provides a model, sample or example, this always takes

place only by way of indication: the qualities of the products to be delivered may deviate from the sample, model or example.

Article 16: Copyright, industrial property rights and reproduction rights

- A. Unless expressly agreed otherwise, the designs, illustrations, descriptions, drawings, models, budgets, programs and calculations and such provided by or on behalf of JTB remain its property and must be returned to it at the first request of JTB.
- B. All vested rights (copyrights, design rights etc.) relating to designs, images, descriptions, drawings, models, programs, etc., are reserved and must be respected.
- C. In case of violation of the above mentioned in paragraphs A and B of this article, the other party will owe a contractual, immediately due and payable fine of € 2,500.00 to JTB per violation without prejudice to the possibility to recover the actual damage.

Article 17: Termination of the agreement

- A. The claims of JTB against the other party are due immediately in the following cases:
 - if after the conclusion of the agreement JTB comes to know about circumstances that give JTB good grounds to fear that the other party will not fulfill its obligations;
 - if JTB has asked the other party, when concluding the agreement, to provide security for the fulfillment and this security is not provided or insufficient.
 - In the mentioned cases, JTB is entitled to suspend further performance of the agreement or to dissolve the agreement, without prejudice to JTB's right to claim compensation.
- B. If circumstances arise with regard to persons and/or materials of which JTB uses or commits itself to the execution of the agreement, which are of such a nature that the execution of the agreement is impossible or so objectionable and/or disproportionately expensive that compliance with the agreement can no longer reasonably be required, JTB is authorized to terminate the agreement.

Article 18: Guarantee

JTB does not provide any guarantee on the products it has delivered.

Article 19: Right of retention

JTB is entitled to retain all items provided by the other party or all items it has manufactured for the benefit of the other party to settle all costs that JTB has spent for the execution of assignments of the mentioned products, regardless of whether these instructions relate to the mentioned or other matters of the other party, unless the other party has provided sufficient security for these costs.

Article 20: Retention of title

- A. The products delivered by JTB remain the property of JTB until the other party has fulfilled all the following obligations from all (purchase) agreements concluded with JTB:
 - the consideration(s) with regard to delivered or to be delivered products;
 - the consideration(s) with regard to services rendered or to be provided by JTB under the (purchase) agreement(s);
 - any claims due to non-fulfillment by the other party of (a) purchase agreement(s).
- B. Products under the retention of title delivered by JTB pursuant to paragraph 1 may only be sold on within the framework of normal business activities. Moreover, the other party is not authorized to pledge the products or establish any other right to this.
- C. If the other party does not fulfill its obligations or if there are

legitimate concerns that it will, JTB is entitled to remove or have removed the delivered products, to which the retention of title referred to in paragraph 1 applies, from the other party or third parties, who hold the products for the other party. To do this, the other party is obliged to provide all cooperation under a penalty of 10% of the amount due per day.

- D. If third parties wish to establish or assert any right to the delivered products subject to retention of title, the other party is obliged to inform JTB as soon as reasonably can be expected.
- E. The other party undertakes at the first request of JTB:
- to insure the delivered products subject to retention of title and to keep them insured against fire, explosion, water damage and theft and to make the policy of this insurance available for inspection;
 - to pledge all claims of the other party to insurers with respect to the delivered products under retention of title to JTB in the manner prescribed in art. 3:239 BW (Dutch Civil Code);
 - to pledge the claims that the other party obtains against its customers in the resale of products delivered by JTB under retention of title to JTB in the manner prescribed in art. 3:239 BW (Dutch Civil Code);
 - to mark the delivered products under retention of title as the property of JTB;
 - to cooperate in any other way with all reasonable measures that JTB wants to take to protect its property rights with regard to the products and which do not unreasonably hinder the other party in its normal business activities;
 - to return the delivered products to JTB at their own expense, in case of bankruptcy.

Article 21: Prices

Unless otherwise stated, our prices are:

- based on delivery from company, warehouse or other storage place of JTB;
- excluding VAT, import duties, other taxes, levies and duties;
- excluding the cost of packaging, loading and unloading, transport and insurance;
- in Euro; any exchange rate changes are passed on.

Article 22: Price increase

- A. A.If the other party agrees with a price corresponding with JTB, JTB is nevertheless entitled to increase the price of changes to materials necessary for the execution of the agreement, wages, premiums of any kind, taxes and/or other factors affecting the price of the purchased products.
- B. JTB may charge the price applicable at delivery in accordance with its current price list. If the price increase exceeds 10%, the other party has the right to dissolve the agreement.

Article 23: Payment

- A. Payment must be made within two months after invoice date:
- by means of a legal tender at the office of JTB or;
 - by transfer of the amount due to a bank account number listed on the agreement or invoice in the name of JTB Glass in Landgraaf (Netherlands).
 - After the expiration of two months after the invoice date, the other party is in default; the other party shall owe interest on the due amount of the statutory interest of + 2% from the moment of default.
- B. In the event of liquidation, bankruptcy or suspension of payment of the other party, the obligations of the other party will be immediately due and payable.
- C. Payment should take place without discount or set-off.
- D. Payments made by the other party always serve first to settle all interest and costs owed and secondly to claimable invoices that

have been outstanding the longest, even if the other party states that the payment relates to a later invoice.

Article 24: Credit constraint

JTB is entitled to charge a credit constraint surcharge of 2%, which is not due on payment within eight days after the invoice date.

Article 25: Collection costs

- A. If the other party is in default or fails to comply with one or more of its obligations, all reasonable extrajudicial costs are at the expense of the other party. In any case, the other party will owe an amount of at least 15% of the gross invoice value (with a minimum of € 125.00), this plus € 15.00 in administration costs.

If JTB proves to have incurred higher costs, which were reasonably necessary, they will also qualify for reimbursement.

- B. The other party shall pay JTB the judicial costs incurred by JTB in all instances, unless these are unreasonably high. This only applies if JTB and the other party with regard to an agreement, to which these General Terms and Conditions of application, legal proceedings and a court decision in the force of res judicata, whereby the other party is wholly or predominantly unsuccessful.

Article 26: Liability

JTB is only liable to the other party in the following manner:

- for damage resulting from defects in the delivered products, the liability of JTB is limited to the invoice value;
- if damage is caused by intent or gross negligence of JTB or its managerial subordinates;
- With regard to additional services, JTB's liability is limited exclusively to the invoice value.

Moreover, the liability of JTB exclusively limited to the invoice value.

Without prejudice to the provisions of this article, JTB refers in this respect to the delivery of glass to the provisions of article 13 sub E and article 14 sub B of these conditions.

Article 27: Force majeure (non-attributable shortcoming)

- A. Force majeure means circumstances that prevent the fulfillment of the obligation and which can not be attributed to JTB. Below (if and to the extent that these circumstances make the performance impossible or unreasonably complicate) are included: strikes in other companies than those of JTB, wild strikes or political strikes in the company of JTB, a general lack of necessary raw materials and other goods or services needed to establish the agreed performance, unforeseeable stagnation at suppliers or other third parties JTB depends on and general transport problems.
- B. JTB also has the right to invoke force majeure if the circumstance, which prevents (further) performance, occurs after JTB should have fulfilled its obligation.
- C. During force majeure the delivery and other obligations of JTB are suspended. If the period, in which fulfillment of the obligations by JTB is not possible due to force majeure, lasts longer than two months, both parties are entitled to dissolve the agreement, without any obligation to pay compensation.
- D. If JTB has already partially fulfilled its obligations at the commencement of the force majeure or only partially fulfills its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the other party is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the already delivered or deliverable part does not have an independent value.

Article 28: Statute of limitations

All legal claims of the other party pursuant to an agreement subject to these conditions shall lapse, subject to mandatory law, after one year, starting from the day on which the goods were delivered or should have been delivered or from the day on which the works were completed or should have been completed.

Article 29: Dispute resolution

Contrary to the statutory rules for the jurisdiction of the civil judge, any dispute between the other party and JTB, if the District Court is competent, will be settled by the District Court in Maastricht. JTB remains competent to sue the other party for the applicable international treaty according to the law or the competent court.

Article 30: Applicable law

Only Dutch law applies to all agreements between JTB and the other party.

The applicability of the Vienna Sales Convention (Convention on the International Sale of Products 1980) is expressly excluded.

Article 31: Amended conditions

JTB is authorized to make changes to these conditions. These changes take effect on the announced time of entry into force.

JTB will send the amended conditions to the other party in time. If no time of entry into effect has been communicated, changes shall take effect as soon as these have been notified to the other party.