

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY PRIMAVERDE B.V.

ARTICLE 1 APPLICABILITY

- 1.1 These general terms and conditions ("General Conditions") apply to all offers and quotations of the private Ltd company Primaverde B.V. with limited liability, trading under the names Primaverde, Curtain-Wall Europe and Primacover, with its registered office in Waalwijk, listed in the trade register and filed with the Chamber of Commerce under number 17239273 ("Primaverde") and any agreement concluded between Primaverde and Customer, any amendment or addition thereto, as well as any (legal) acts in preparation and/or performance of that agreement ("Agreement"), however named, with Primaverde.
- 1.2 These General Conditions may also be invoked by employees of Primaverde and by third parties engaged by Primaverde against any natural or legal person who enters into or wishes to enter into an agreement ("Customer") with Primaverde or for whom Primaverde makes an offer or makes a delivery or performance.
- 1.3 Primaverde expressly rejects the applicability of any general terms and conditions of Customer, unless the applicability thereof has been expressly accepted by Primaverde in writing.

ARTICLE 2 CONCLUSION OF THE AGREEMENT

- 2.1 Offers made by Primaverde, in whatever form, are free of obligation, unless stated otherwise in writing.
- 2.2 Offers made by Primaverde are valid for a period of 14 days, unless stated otherwise. Primaverde is free to revoke an offer.
- 2.3 Agreements as well as amendments and additions thereto are only concluded if and insofar as they have been accepted or confirmed in writing by Primaverde, or after Primaverde has commenced the execution thereof.
- 2.4 An acceptance of an offer is irrevocable.
- 2.5 Customer bears the final responsibility for the correctness of the quantities, product types, delivery address and delivery instructions.

ARTICLE 3 PRICES

- 3.1 All prices quoted by Primaverde are fixed, in EURO and exclusive of VAT, import duties, levies or taxes due on import or export, administration, shipping, packaging and insurance costs, unless explicitly stated otherwise.
- 3.2 If, after the conclusion of the Agreement, one or more cost price determining factors increase, even if this occurs as a result of foreseeable circumstances, Primaverde is entitled to pass this increase on to Customer.

ARTICLE 4 TERMINATION AND FORCE MAJEURE

- 4.1 If Customer does not fully comply with any obligation arising from the Agreement, as well as in the event of bankruptcy, suspension of payments, being placed under guardianship, closing down or liquidation of Customer's company, Primaverde is entitled, at its discretion, without any obligation to pay compensation and without prejudice to its other rights, to terminate the Agreement in whole or in part, or to suspend the further execution of the Agreement. Furthermore, all claims of Primaverde against Customer in such cases become immediately due and payable and Primaverde is entitled to compensation for all direct, indirect and consequential damage, including loss of profit, without prejudice to other rights to which it is legally entitled.
- 4.2 In the event of force majeure, Primaverde is not liable for the damage arising from the failure to comply with the Agreement.
- 4.3 Force majeure includes, but is not limited to, fire, flooding, strikes, epidemics, (civil) war, terrorism, government measures including import and export measures, non or late availability of permits, trade embargoes, labour disturbances, strikes or lock-outs, power outages, business interruptions, transport impediments, contamination or risk of contamination, default or unlawful actions on the part of Primaverde's supplier(s) or other third parties, including any defects or damage to the materials they have delivered to Primaverde, and the unavailability, late availability or insufficient availability of materials, transport, fuels, energy and manpower.
- 4.4 Any obligation of Primaverde to fulfil the Agreement is suspended for the duration that fulfilment is not or not properly possible as a result of force majeure.
- 4.5 If performance has been suspended for more than three months due to a situation as referred to in Articles 4.2 and 4.3 or as soon as it is certain that force majeure will last at least three months, Primaverde is entitled to demand by registered letter that the Agreement either be adapted to the circumstances or be terminated with immediate effect for the part in question, without it being obliged to pay any compensation.

ARTICLE 5 CONFORMITY

- 5.1 Customer will upon delivery inspect whether all goods sold and/or delivered by or for the account of Primaverde and/or goods to be sold and delivered by or for the account of Primaverde, including the packaging and the contents thereof ("Products") comply with the Agreement and check the Products for visible damage to both the packaging and the contents of the Products.
- 5.2 Customer's complaints relating to non-compliance with the Agreement of the Products delivered by Primaverde will only be handled insofar as such complaints are communicated to Primaverde in good time, i.e. at the latest within 3 days after discovery of the defect, or at least within 3 days after the defect should reasonably have been discovered.
- 5.3 Complaints will not be taken into consideration in case of minor deviations and differences which fall within a production or weight tolerance which is acceptable according to commercial practice, or are specific to the Products according to common opinion. A complaint concerning a defect resulting from information, material, designs, sketches and drawings of Customer will not be accepted for handling. A complaint will also not be handled if Customer has repaired a Product itself or had it repaired, or if the Product has been handled injudiciously by Customer. The submission of a complaint as referred to in Article 5.2 does not suspend Customer's payment obligation.
- 5.4 Primaverde will be given the opportunity to investigate complaints in order to be able to verify the correctness of the complaint.
- 5.5 If the delivered Product does not comply with the Agreement, Primaverde is free to replace the Product or to grant a pro-rata discount on the price. Returns will only be accepted after prior written approval by Primaverde. Customer will ensure that returned Products are returned sufficiently protected in proper packaging.

ARTICLE 6 TRANSFER

- 6.1 The stated delivery times are an approximate only and are indicative, unless explicitly agreed otherwise in writing. Delivery periods do not commence until the Agreement has been concluded in accordance with Article 2, and Primaverde has received from all the information required from Customer.
- 6.2 Exceeding the stated delivery terms does not result in default or liability on the part of Primaverde.
- 6.3 Primaverde is entitled to deliver in parts.
- 6.4 In the event of delivery ex warehouse or works, the Products delivered are at the risk and expense of Customer from the moment of leaving the warehouse or works, even if it is agreed that Primaverde will arrange the transport. Customer will ensure that the Products are adequately insured against all possible risks.
- 6.5 In the event of carriage paid delivery, whereby Primaverde will determine the method of transport, the Products will be at the risk and expense of Customer from the moment they are unloaded.
- 6.6 If Primaverde arranged the delivery, Primaverde is free in the choice of load(ing), means of transport and carrier.
- 6.7 Products that have not been accepted for receipt by Customer or a designated third party after the expiry of the delivery period will be stored by Primaverde at the risk and expense of Customer.
- 6.8 If the stated delivery period is given in days, day means a working day.

ARTICLE 7 PAYMENT

- 7.1 Unless expressly agreed otherwise, Customer will pay for the Products delivered by Primaverde

by means of transfer to or deposit in the bank account held by Primaverde with IBAN NL47RABO0184198038 without any discount or deduction whatsoever (unless the discount or deduction has been agreed with Primaverde), at all times without reliance on setoff, within the due date stated on the invoice. The aforementioned period is a deadline.

- 7.2 Primaverde is always entitled to require Customer to make an advance payment at any time prior to the delivery of the Products.
- 7.3 If full payment has not been made by the due date referred to under 7.1, Customer will be in default by operation of law without further notice of default being required, and from that moment on Customer will owe compensation of statutory commercial interest in accordance with Section 6:119a Dutch Civil Code plus 2% per (part of a) month on the principal amount due. All judicial and extrajudicial costs incurred by Primaverde for the collection of the invoice amount are at the expense of Customer.
- 7.4 If the due date referred to under 7.1 is exceeded, Primaverde is entitled to:
 - discontinue all deliveries, irrespective of which Agreement with Customer this results from, until payment has been received. All storage costs incurred in this context are at the expense of Customer;
 - consider the Agreements in question, without judicial intervention, as terminated; or
 - demand (partial) prepayment or to obtain sufficient security for the fulfilment of Customer's payment obligations when the deliveries are resumed; always without prejudice to the right to full compensation.
- 7.5 A payment by or on behalf of Customer received by Primaverde after the due date will always be used to first pay the (extrajudicial collection and judicial) costs owed by Customer, then the statutory interest and default interest and then the outstanding claim(s) according to their age, irrespective of any indication to the contrary from Customer.

ARTICLE 8 RETENTION OF TITLE

- 8.1 Primaverde retains ownership of all Products delivered to Customer, but are at the risk and expense of Customer, until all amounts due under the Agreement, including interest and collection costs, have been paid in full by Customer.
- 8.2 As long as the ownership of the delivered Products has not been transferred to Customer, Customer and/or third parties engaged by or on behalf of Customer will exercise all necessary care and take all appropriate measures to keep the Products referred to in the previous paragraph in the original packaging of sale and/or delivery, to keep them undamaged and free of labels and writing and to separate them from the other items present at Customer's premises and they will take all necessary actions to prevent confusion, accession or specification.
- 8.3 As long as the ownership of the delivered Products has not been transferred to Customer, Customer is not permitted to process, pledge or otherwise encumber the Products. Sale of the Products as part of the normal course of business is permitted.
- 8.4 Customer will inform third parties who wish to recover from the Products delivered by Primaverde that Primaverde has a right of ownership in respect thereof. Furthermore, Customer will inform Primaverde of such immediately.
- 8.5 If Primaverde wishes to exercise its property rights referred to in this article, Customer will give Primaverde and its appointed third parties irrevocable and unconditional permission in advance to enter all those places where Primaverde's property is located and to retrieve said Products.
- 8.6 If Primaverde invokes its retention of title, Customer is not permitted to set off the storage costs against performances owed by Primaverde.

ARTICLE 9 LIABILITY

- 9.1 If damage arises in connection with the execution of an agreement concluded with Primaverde, Primaverde will not be liable for any damage caused by:
 - an obligatory government act;
 - incorrect and/or incomplete data which Primaverde has assumed; or
 - the use of Products in violation of the instructions and/or advice given by Primaverde or stated on the packaging of the Products, or instructions and/or advice provided with the Products.
- 9.2 If the damage is caused by a defective Product as supplied by Primaverde, Primaverde's total liability is limited to a maximum of the amount paid out in the relevant case under its liability insurance(s), increased by the amount of the deductible which is not for the account of the insurers according to the policy conditions. If, for whatever reason, no insurance payment is made, Primaverde's liability is limited to a maximum of the invoice value of the Product concerned, however, subject to a maximum € 2,000 in total.
- 9.3 Moreover, Primaverde is only liable for damage:
 - directly resulting from intent or gross negligence on the part of Primaverde or its managing employees;
 - directly resulting from a demonstrable defect in the Products delivered by Primaverde insofar as these do not offer the safety that can be expected, considering all circumstances.
- 9.4 Supplementary to Article 9.3, Primaverde is not liable for indirect damage. Indirect damage is understood to include: business damage, damage as a result of business stagnation, immaterial damage, loss of profit, consequential financial loss and personal injury, including all possible claims of third parties.
- 9.5 Customer will take all reasonable measures to prevent or limit the damage referred to in this article.
- 9.6 The right to compensation on account of Primaverde's liability in respect of defects in delivered Products will lapse one year after the time of delivery of the Products.
- 9.7 Customer indemnifies Primaverde against all third-party claims that are directly or indirectly related to the execution of the Agreement.

ARTICLE 10 INDUSTRIAL AND INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 10.1 Customer will fully and unconditionally respect all intellectual and industrial property rights which are vested in or relate to the Products sold and/or delivered by Primaverde.
- 10.2 All intellectual property rights with regard to Products, promotional material, websites, etc., (originating) from Primaverde are exclusively vested in Primaverde.

ARTICLE 11 PRIVATE LABEL

- 11.1. Primaverde creates personalised products for Customer. Personalised Products are products produced in accordance with Customer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by Customer. Personalised Products also include Products bearing the Customer's marks or other designations (protected by intellectual property rights).
- 11.2. Customer hereby authorises Primaverde to (re)sell the (purchased raw materials for and semi-finished products of) the Personalised Products, at Primaverde's discretion, in a modified or unmodified form, if:
 - the agreement between Primaverde and Customer is terminated and Customer has to return the delivered Personalised Products within the framework of the obligation to undo; or
 - the Personalised Products are for some other reason not purchased by Customer and/or are (again) held in stock by Primaverde.
- 11.3. Customer guarantees that it is entitled to use the brands or other marks that must be included in the Personalised Products. Customer guarantees that the Personalised Products do not violate any intellectual property right of a third party and indemnifies Primaverde against any third-party claim based on the violation of an intellectual property right.
- 11.4. Unless expressly agreed otherwise, Customer will pay Primaverde 50% of the net invoice amount when giving the order for the production and delivery of Personalised Products.

ARTICLE 12 VARIOUS

- 12.1 Should any provision of these General Conditions be null and void or otherwise unenforceable, this will not affect the validity of the remaining provisions of these General Conditions and the Agreement between Primaverde and Customer, and Primaverde and Customer will consult in

order to agree on new provisions to replace the null and void or unenforceable provisions, whereby the purpose and purport of the null and void or unenforceable provision will be taken into account as much as possible.

12.2 Primavera is entitled to call in third parties for the execution of the Agreement. Primavera is also entitled to transfer rights and obligations arising from the Agreement to third parties.

12.3 Primavera is unilaterally entitled to change these General Conditions. Customer agrees to these changes in advance.

ARTICLE 13 APPLICABLE LAW AND COMPETENT COURT

13.1 These General Conditions and all offers and Agreements between Primavera and Customer are governed by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention).

13.2 All disputes between Primavera and Customer will be settled exclusively by the competent court of the District Court of Oost-Brabant, seated in 's Hertogenbosch.