

TRESPA INTERNATIONAL B.V. GENERAL TERMS AND CONDITIONS OF SALE

- General.** These general terms and conditions shall apply to all quotations, offers, sales, deliveries, services, agreements and all associated activities and transactions of Trespa International B.V. and its affiliated companies and third parties that it engages (jointly referred to as: "Trespa"), issued to, concluded with and/or carried out with the buyer (hereinafter referred to as: "you"). In these terms and conditions the term products includes services. By accepting offers or products of, placing orders with and entering into agreements with Trespa you accept that you are bound to and shall act in accordance with these general terms and conditions. Trespa affiliated companies and the third parties it engages can invoke these terms and conditions against you. Trespa only binds itself if these general terms and conditions apply. Your general terms and conditions or any different or additional terms purported to be made or conditioned by you are explicitly rejected by Trespa. Delivery of products by Trespa shall not mean that Trespa has accepted (the use of) terms and conditions other than its own, or that other general terms and conditions apply.
- Offers and orders.** All offers of Trespa are without obligation. You can only order in writing. If you have made an order, such order is irrevocable. Your order is an offer to Trespa to purchase, which shall only be deemed accepted by Trespa's written confirmation of the order. You are required to verify that the order confirmation is complete and correct. Sending messages to Trespa by electronic means (e.g. EDI) will be at your risk.
- Conditions precedent or subsequent.** Trespa may include conditions precedent or subsequent in any agreement with you, such as, amongst others, your execution of an order questionnaire before or after the order is confirmed. Trespa reserves the right to refuse and/or rescind any order and/or contract and/or delay, halt or otherwise suspend delivery of the products and void any warranty if such condition is not fulfilled, for example, inter alia, the questionnaire is not fully or properly filled in.
- Prices.** Trespa reserves the right to announce and execute periodically general price amendments, becoming effective on a certain order or delivery date set by Trespa. In connection therewith, Trespa may need to decline orders and allocate supply among its customers, including its own internal customers in an equitable manner as determined by Trespa in its sole discretion (for example based on past order volumes). You are responsible for and shall pay all applicable taxes, charges and duties.
- Delivery and transportation.** The delivery term starts on the date of the written confirmation of the order. If payment in advance or prepayment has been agreed, the delivery term shall start after receipt of full (pre)payment. Delivery terms are not deadlines. Delivery of the products to you is at all times executed at Trespa. Weert. Trespa shall deliver EXW and risks transfer to you at Trespa, Weert unless the parties have explicitly agreed otherwise. The last version of the INCOTERMS applies. Trespa is entitled to make part-deliveries. You have an obligation to receive the products. If Trespa organises transport, Trespa has a choice in the transport method of the products to be delivered. Borrowed packaging and returnable containers must be returned carriage paid, in proper condition and without product residue within six months of delivery, at the latest. In the event that the packaging or the container is not returned within the time period set, or if it is damaged and/or contains product residue, the costs of replacing or repairing and/or cleaning or disposal of such packaging or container will be charged to you. You will adhere to our storage, transport, processing, application, fabrication, installation and/or maintenance instructions specified at www.trespa.info and any other written instructions, standards and acceptance regulations we may give you for storage, working or processing, use or application of the products to be delivered or already delivered. You shall make the said instructions, standards and acceptance regulations available to your buyers. You shall warrant that the destination agreed upon can be reached by and is accessible to a vehicle of 40 tonnes. If this is not the case, the risks and possible costs are for your account. In absence of reachable and accessible destination, Trespa can postpone delivery, which postponement is for your account and risk. You shall ensure that a properly functioning forklift truck is present at the agreed upon destination, which truck shall meet the requirements prescribed to the specific delivery. Loading capacity of at least 2,500 kilograms and a fork of at least 1.5 metres in length are minimally required, however a truck that meets heavier demands may be required if so demanded by the load or the specific situation at the place of destination. Exclusively you are responsible for unloading; Trespa is not responsible. After unloading you shall properly store the products and protect the products against weather influences.
- Claims.** All products shall be deemed to be received in good condition unless you adhere to and make a claim under the warranty claim procedure, which includes the procedures set forth in the Trespa Warranty for the products (the "Trespa Warranty") which is available on www.trespa.info and is incorporated herein by this reference. Should for whatever reason such claim procedure not apply, you shall follow the following procedure: claims (other than claims under the Trespa Warranty) by you for shortages or for improper, defective or damaged products must be made in writing specifying in detail the nature and extent of the shortage, defect or damage within five (5) days after delivery, accompanied, in the case of claim for shortage or damage, by the original freight bill (or a legible copy thereof) with a notation on the face thereof by the local agent of the carrier listing the items or quantity short or damaged.
- Retention of title and risk of loss.** All products delivered or to be delivered by Trespa shall remain the property of Trespa until the moment you have fully complied with all of your payment obligations to us. You are obliged to give your full assistance to all measures and all documents that Trespa wishes to execute to protect its proprietary rights on those products. Trespa is irrevocably authorised, without notice of default being required, to repossess the products, if you fail to comply with your payment obligations or if Trespa has good grounds to fear that you shall fail to comply with your obligations and you are not in a position to provide appropriate security. You shall have the risk of loss of the products.
- Product information.** www.trespa.info is the sole information source for technical information (including the Material Properties Datasheet (MPD)) about the products. Trespa is entitled to amend this information. Trespa has no obligation to inform you of these changes. Trespa disclaims any responsibility and is not liable for damages of whatever kind, caused by advice, counsel, calculations or other statements in respect of products given (whether orally or in writing) outside www.trespa.info, even if such is given by Trespa. It is solely your responsibility to verify whether the products are fit for your envisaged purpose and meet the requirements set. Trespa shall never guarantee that the delivered product is fit for the purpose for which you wish to use the product. It is your responsibility to clarify which Trespa product is to be selected for a particular project. Trespa is not responsible for installation of the products. The same applies to how Trespa's products should be applied and how Trespa's products should and can be combined with other products. Any information from Trespa does not release you from that responsibility or allows that responsibility to be shared with Trespa in any way. Trespa is not responsible for verifying the accuracy or completeness of your information.
- Authority of Trespa's agents.** No agent, employee or representative of Trespa has any authority to bind Trespa to any representation or warranty, whether made orally or in writing, concerning the products, other than as specifically set forth in writing on www.trespa.info. You hereby affirm that neither Trespa, nor any of its agents, employees or representatives, have made representations other than those specifically set forth in writing on www.trespa.info, and you affirm that your purchase of the products is based upon the representations set forth on www.trespa.info and not on other information of Trespa.
- Failure to comply with applicable codes and standards.** The use of Trespa products in any project, including the use of Trespa products in combination with any other product, is to be in full compliance with all local laws, codes, rules and regulations. We advise you that you seek assistance from qualified professionals in selecting, ordering and applying our products for any project. Trespa is not a specialist on local building codes nor a designer, installer or contractor and is not in the position to provide any advice or guarantee compliance other than in respect of Trespa's representation on its products only. In no event shall Trespa be liable to you or any third party for any claims, costs or damages arising out of or relating to lack of compliance with any applicable code(s) or industry standard(s). You agree to defend, indemnify and hold Trespa harmless from any and all liability, claims, costs or damages of whatsoever kind, nature or description, arising out of or relating to lack of compliance with any applicable code(s) or industry standard(s) or for any use or installation of the products in combination with any other materials, components or systems.
- Warranty.** TRESPA'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS TO THE BUYER TO WHICH IT SOLD ITS PANELS IS SET FORTH IN THE APPLICABLE TRESPA WARRANTY WHICH IS AVAILABLE ON WWW.TRESPA.INFO AND IS INCORPORATED HEREIN BY THIS REFERENCE. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS EITHER MADE OR SHALL BE DEEMED MADE BY TRESPA WITH RESPECT TO THE PRODUCTS. TRESPA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE OR USAGE. YOUR REMEDY FOR DEFECTIVE OR NONCONFORMING PRODUCTS SHALL BE LIMITED TO, AT THE OPTION OF TRESPA, EITHER (1) REPAIR OF THE NONCONFORMING OR DEFECTIVE PRODUCTS, OR (2) FURNISH REPLACEMENT PRODUCTS FOR THE NONCONFORMING OR DEFECTIVE PRODUCTS. THE TRESPA WARRANTY SHALL BE NULL AND VOID AND/OR SHALL BE DEEMED REVOKED UPON ANY FAILURE TO FULLY ADHERE TO ANY OF ITS CONDITIONS.
- Limitation of Liability.** IN NO EVENT SHALL TRESPA HAVE ANY OBLIGATION OR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY (INCLUDING YOUR CUSTOMERS OR CONTRACTORS) FOR ANY LOSS OF USE, DELAY, LOSS OR INJURY TO EARNINGS, PROFITS OR GOODWILL, OR INCIDENTAL PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF TRESPA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF) ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF ANY OF TRESPA'S PRODUCTS SUBJECT TO THE ORDER. TRESPA IS NOT RESPONSIBLE AND NOT LIABLE FOR THE COSTS OF DISMANTLING A DEFECTIVE PRODUCT, OF DISMANTLING A SUPPORTING STRUCTURE, OF REINSTALLING THE NEWLY SUPPLIED PRODUCT, OF REPAIRING A SUPPORTING STRUCTURE, OF (REPAIR OF) PAINTWORK, ROOFING MATERIALS, THE DISMANTLING AND REINSTALLATION OF BLINDS OR AWNINGS, LIGHTING, WINDOW CLEANING LIFTS AND ANYTHING OTHER SIMILAR. TRESPA'S LIABILITY UNDER THE AGREEMENT OR ON OTHER GROUNDS IS LIMITED TO THE NET INVOICE VALUE OF THE PRODUCTS IN QUESTION, AND, IF THE WHOLE INVOICE DOES NOT ONLY RELATE TO THOSE PRODUCTS, TO THAT PART OF THE INVOICE TO WHICH THE LIABILITY RELATES. TRESPA'S LIABILITY IS IN ANY CASE ALWAYS LIMITED TO THE AMOUNT THAT TRESPA RECEIVED FROM ITS INSURER IN RESPECT OF ITS LIABILITY. TRESPA IS NOT LIABLE FOR LOSS OR DAMAGE FOR WHICH YOU ARE INSURED.
- Restrictions.** Trespa shall not be able to invoke the limitations to its liability as referred to in Clause 12 if and insofar as the loss or damage is the result of an intentional act or omission or deliberate recklessness on the part of directors and executives of Trespa.
- Time for bringing action.** Except where the Trespa Warranty sets a different time period, any legal action (including any proceeding) brought by you must be commenced within one (1) year after the date of delivery of the relevant products to you, at the risk of forfeiting all rights in respect of said products.
- Force Majeure.** Trespa shall not be liable to you for any failure to (timely) perform any obligations hereunder to the extent that such failure is the direct or indirect result of conditions beyond its control, including but not limited to and without prejudice to what is understood in any case by the term in law and case law, frost, fire, (natural) disasters, epidemics, pandemics, lack of raw materials, strike, stagnation in the supply of products by suppliers, unforeseen circumstances within the business, transport difficulties, import and export restrictions, and/or other unforeseen hindrances that, inter alia, render the manufacture or transportation of the products wholly or partially impossible. Trespa may allocate its available supply among its customers, including its own internal customers in an equitable manner as determined by Trespa in its sole discretion.
- Dissolution and suspension.** Trespa is authorised to dissolve an agreement with you extra-judicially, by means of a written statement to you, or to suspend the performance of its obligations under the agreement, all without creating any right to compensation for you, if the implementation of the agreement is hindered or hampered in circumstances where, inter alia, there is an event of force majeure, you are in default for more than two months, you apply for a moratorium on payments, there is request for you to be declared bankrupt, or you are declared bankrupt; attachment is levied on one or more of your assets or in the event that, in the reasonable opinion of Trespa, your financial status gives grounds. Trespa can suspend the performance of all -relevant, earlier or later – orders in whole or in part. Trespa shall have the right to collect for all work performed through the date of termination and, to the extent reasonably related to such termination, following the date of termination.
- Payment.** If no statement is made to the contrary on the invoice, payment must be made by bank transfer into an account nominated by Trespa, within the deadline of 30 calendar days of date of invoice. Trespa reserves the right to secure full or partial payment in advance if, in Trespa's sole discretion, your financial condition does not justify credit extension. Trespa reserves the right to require collateral from you to secure repayment for your credit account or individual purchase orders. Any right to suspend performance or right to set off by you is excluded. You are not allowed to suspend your payment obligation, and remain obliged to take up and pay for ordered products and part-deliveries of the order. Payment-related costs, such as fees charged by banks for remitting the amounts of the invoices and the costs incurred in offering shipping documents must be borne by you.
- Non-performance.** Any sums not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month (compounding) until paid, provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, Trespa shall have the right to withhold delivery of products and charge storage fees of at least EUR 2 per product per day until payment is made or to declare that all outstanding balance is due immediately or to terminate the order and receive damages. Trespa reserves the right to change credit terms on any outstanding portion of an order if any sums are not paid when due. All costs incurred in establishing liability and in debt collection (including costs of legal assistance) shall be chargeable to you, with the extra-judicial costs being set at least 15% of the invoice amount (although they may be more).
- Intellectual property rights.** Intellectual property rights in respect of products, materials and/or services delivered by Trespa to you or provided in any other way (such as: analyses, designs, documentation, reports, offers, etc.) are vested exclusively in Trespa or its suppliers and/or licensors, as applicable. You shall only acquire rights of use to the extent that these are expressly assigned to you. © Trespa, Meteon, Pura, Pura NFC, Athlon, Izeon, TopLab, TopLabPLUS, TopLabPLUS ALIGN, TopLabECO-FIBRE, TopLabVERTICAL, TopLabBASE, Trespa Essentials, Mystic Metallics, Virtulon and Volkern are registered trademarks of Trespa. Except with the explicit prior written approval of Trespa, you shall not be entitled to apply for any product certificate, nor to test or have tested any product or to engage in any similar proceedings to obtain any certification, receipt, testimonial or similar statement with respect to the product.
- Right to inspect.** Without any prejudice to Clause 8, Trespa has the right but not the obligation to conduct limited building site inspections for purposes of assessing compliance with the Trespa Warranty requirements.
- Legality.** In the event that any provision of these general terms and conditions shall be construed to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not be deemed to affect the remaining provisions thereof, and these general terms and conditions shall be construed and enforced as if such provision had never been included therein.
- Waiver.** The failure of either party to enforce, at any time or for any period of time, any provision of these general terms and conditions will not be interpreted to be a waiver of such provision or of the right of such party thereafter to enforce each and every provision of the order.
- Disclaimer of Agency.** The relationship between Trespa and you is that of seller and purchaser, respectively. You shall in no way be construed as acting as agent or representative of Trespa in any dealings which you may have with any other person, firm or corporation, and you shall have no power to act for or to legally bind Trespa in any such transaction. You agree that it will not in any way conduct its affairs to convey or suggest to third parties a status or identity inconsistent herewith.
- No assignment.** Buyer shall not assign any rights without the prior written consent of Trespa which shall not be unreasonably withheld. Any purported assignment without the prior written consent shall be null and void. A change of control shall constitute a prohibited assignment. Nothing expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies.
- Changes.** Trespa reserves the right to make changes in and additions to the general terms and conditions.
- Governing law and dispute resolution.** Your agreement with Trespa as well as the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Netherlands without regard to any conflict of law rules. Applicability of the Vienna Sales Convention is excluded. Exclusively the Court of Amsterdam, the Netherlands has jurisdiction.
- Compliance with laws.** The Buyer shall comply with all applicable laws and regulations, including anti-corruption, competition, export control and sanctions laws. In the event of any resale or onward transfer of the goods, the Buyer shall ensure such compliance.