

GENERAL TERMS AND CONDITIONS UPON DELIVERY OF GOODS AND PROVISION OF SERVICES BY GLIMM SCREENS B.V. AT AMSTERDAM (NETHERLANDS), CHAMBER OF COMMERCE NO. 02096037

Clause 1 Applicability of these terms and conditions

1. These conditions apply to all estimates, tenders, order confirmations and agreements, relating to delivery of goods and provision of services, hereinafter referred to as "products", by GLIMM SCREENS B.V. at Amsterdam, hereinafter referred to as "User", to the other party, hereinafter referred to as "Customer", hereinafter jointly referred to as; "parties".
2. Conditions in derogation from these only apply insofar as User has expressly accepted them in writing and will only apply to the relevant agreement(s).
3. If one or more provisions in these General Terms and Conditions is void or declared void, the remaining provisions of these General Terms and Conditions shall remain fully applicable. The User and the Customer shall then enter into consultation in order to agree new provisions to replace the void or voided provisions, taking the object and purport of the original provisions into consideration as far as possible.
4. User reserves the right to change or supplement these general terms and conditions. Changes and supplements will be communicated to the Customer in writing.
5. The present Terms and Conditions also apply to all agreements with GLIMM SCREENS B.V. for the fulfilment of which a third party needs to be involved.

Clause 2 Tenders, quotations and (fulfilment of-) agreements

1. All tenders of User are always free of obligation, both with regard to prices, content and execution and with regard to delivery times and deliverability, unless expressly stated otherwise or a time limit for acceptance is stated herein.
2. The content of all price lists, brochures and other details provided with an offer will be as accurate as possible. The relevant details are only binding for User if User has expressly confirmed this in writing.
3. If a sample or model has been shown or supplied to the Customer, it shall be deemed to have been supplied solely as an indication, and the goods need not comply with it unless expressly agreed that the goods shall be in accordance with it.
4. Delivery times in quotations by the User are indicative and do not entitle the Customer to rescission or compensation, unless expressly otherwise agreed.
5. Prices in the said tenders and quotations are exclusive of VAT and other government taxes, shipping, and any packaging and transport costs, unless expressly stated otherwise.
6. If a quotation as referred to at 1. above is accepted, the User shall have the right to revoke the offer within two working days of receiving the acceptance.
7. The User is not obliged to supply at the price stated in the quotation if this price is based on a misprint or clerical error.
8. If the acceptance deviates (on minor points) from the offer contained in the quotation, the User shall not be bound by it. The Contract shall not then come into being based on this partial acceptance, unless otherwise indicated by the User.
9. A composite quotation shall not oblige the User to supply part of the goods contained in the tender or quotation at a proportionate part of the price stated.
10. Tenders and quotations do not automatically apply to reorders.
11. A Contract, including amendments and additions, shall only come into being if the User has confirmed an order in writing or actually fulfilled it.
12. At all times, without giving reasons, User may terminate a continuing performance contract entered into with the Customer in writing, subject to three months' notice, unless the parties have expressly agreed otherwise.
13. Insofar as proper fulfilment of the Contract so requires, the User shall have the right to have particular work carried out by a third party.
14. The Customer shall ensure that any information that the User indicates is necessary, or that the Customer ought reasonably to understand is necessary, to the fulfilment of the Contract is supplied to the User in good time. If information needed for the fulfilment of the Contract is not supplied to the User in good time, the User shall have the right to suspend fulfilment of the

**General terms and conditions Glimm Screens B.V. at Amsterdam, Chamber of Commerce under No. 02096037. Address: Keizersgracht 241, 1016 EA at Amsterdam (Netherlands)
Postal address: Felland Noord 10, 9753 TB Haren (Netherlands)**

Contract and/or charge the Customer for the additional expenses resulting from the delay at the customary rates.

15. The User shall not be liable for loss or damage of any kind resulting from the fact that the User has used inaccurate and/or incomplete information supplied by the Customer.
16. If it has been agreed that the Contract shall be carried out in phases, the User may suspend fulfilment of items in a subsequent phase until such time as the Customer has approved the results of the previous phase in writing.
17. The User may pass on price rises, inter alia if significant price changes occur in respect of e.g. exchange rates, wages, raw materials, semi-manufactures and/or packaging material between the time of quotation and fulfilment of the Contract.
18. If during fulfilment of the Contract it emerges that it is necessary for the sake of proper fulfilment to change and/or add to the work and price (tenders, quotations) to be carried out, the parties shall amend the Contract in good time and in joint consultation.
19. Modifications to the order by the customer, including but not limited to adjustments in drawings, designs and setups, which on the part of user lead to additional costs, such as additional work and extra costs for materials and products required, come without limitation and at all times on behalf of the customer. User is entitled to charge these additional costs to the customer without the explicit prior consent of the customer being required.
20. Failure to carry out a modified/changed and or supplemented contract or command within the agreed time limit, shall never provide a user's default and for the customer neither a right to terminate or rescind the agreement or to claim damages.
21. User is entitled to reject a request for (interim) modification of the command or agreement, without this leading to default on the side of User or to the Customer's right to dissolve the agreement, or to claim compensation from the user.

Clause 3 Payment conditions and other conditions

1. Unless otherwise stated on the invoice, payment shall be made within 14 days of the invoice date in the manner stated by the User and in the currency invoiced. This term is to be regarded as a strict deadline.
2. If the Customer fails to pay within the time limit the Customer shall be automatically in default and will Customer owe an interest of 2% per month or part of a month on the balance payable from the final day on which the payment should have been made until the day of full payment of the invoiced amount.
3. If the customer is at fault with the fulfilment of its payment obligation, user is also entitled to charge extrajudicial collection costs to the customer for a large of 15% ex VAT of the outstanding invoice amount, with a minimum of € 250.00 ex VAT.
4. The User shall have the right to offset payments made by the Customer first against costs of collection, expenses, then against interest due and finally against payable invoices that have been outstanding the longest. The User may refuse an offer to pay, without being in default as a result, if the Customer designates a different order for the allocation of payments. All this is without prejudice to User's right to designate a payment otherwise.
5. In the event of the Customer being subject to winding-up, involuntary liquidation, seizure or an administration order, the User's claims against the Customer shall be payable immediately.
6. Customer is never allowed to deduct or to level or to suspend her obligations.
7. The User shall have the option to charge a late payment surcharge of 2%. This surcharge shall not be payable if payment is made within 7 days of the invoice date.
8. Customer is never allowed to adjourn or suspend her payment obligation. Any claim in respect of the amount of an invoice shall also not suspend the payment obligation of the Customer.

Clause 4 Delivery and purchase

1. Unless the tender or the agreement state otherwise, delivery will be effected by making the products available to the Customer, or to the person deemed to represent the Customer. The time at which the ordered products are received will be considered to be the time of delivery.
2. The Customer is obliged to cooperate in the delivery, as well as to receive the delivery. Purchase will be deemed to have been refused if the ordered products are offered for delivery, but delivery –

for whatever reason – turns out to be impossible. In that case, the day on which purchase was refused will be considered to be the date of delivery.

3. In the event that purchase is refused as referred to under 2. the Customer will be in default by operation of law, without further notice of default from User being required. In that case, User will be free to decide to terminate the agreement or to demand performance thereof by the Customer.
4. In the event that the Customer refuses to purchase the delivered items, User reserves the right to charge any costs related to that, such as the costs of storage and transport, to the Customer.
5. From the time of delivery, which includes the time referred to under 2. the delivery will be at the expense and risk (among other things, loss, damage, theft) of the Customer.
6. All delivery times mentioned by User are only indicative. Exceeding any delivery period does not entitle the Customer to the right to compensation or to cancel the order wholly or partially or to dissolve the agreement wholly or partially. If the delivery period is exceeded by more than 2 months, except in the case of force majeure, the Customer is only entitled to dissolve the agreement partial for the undelivered part and without right to any form of Compensation
7. Unless otherwise agreed, delivery of goods shall be carriage paid, subject to the proviso that that User shall have the right to charge the Customer for the costs of transport and insurance. These costs can then be invoiced separately.
8. The User shall have the right to deliver the goods in instalments, unless this right is waived contractually or the part-delivery has no value in its own right. The User shall have the right to invoice such part-deliveries separately.
9. If it is suspected that the Customer will not be able to fulfil her payment obligations, User reserves the right to deliver the products cash on delivery, or to postpone the delivery of the products until the Customer has provided sufficient security for payment in another manner.

Clause 5 Cancellation

1. If the Customer cancels the order up to one week before the delivery date of the products to the Customer, or a third party employed by the Customer, the Customer shall the User pay a sum equivalent to 70% of the agreed purchase price.
2. The Customer may not cancel the Contract within the week prior to the delivery date of the goods to the Customer, or a third party employed by the Customer and is he bounded to pay the agreed purchase price/invoice.
3. The User shall in any event inform the Customer of the delivery date 10 days prior to that date.

Clause 6 Retention of title

1. User retains the ownership of all items delivered or to be delivered to the Customer as long as the Customer has not paid the debts arising from the relevant and/or similar agreements, which includes claims with regard to interest and costs.
2. The Customer shall not have the right to pledge goods covered by retention of title or encumber them in another way.
3. If a third party seizes goods supplied under retention of title, or wishes to establish or enforce rights to them, the Customer shall inform the User thereof as soon as can reasonably be expected.
4. The Customer undertakes to insure goods supplied under retention of title, and keep them insured, against damage, fire, explosion and water damage and against theft and has to produce the insurance policy to User on demand.
5. Goods supplied by the User covered by retention of title under sub 1. above may only be sold by Customer on in the course of normal business and under no circumstances used as a means of payment.
6. In case the User wishes to exercise her title as referred to in this Clause, the Customer hereby gives unconditional and irrevocable permission to the User, or a third party designated by it, to enter any place where the User's property is located and recover the said goods.
7. If the Customer remains in default with section 2., 3., 4., 5., and 6., he shall be liable for a penalty payable immediately, similar to the value of the products in question.

Clause 7 Complaints

1. The Customer shall examine the goods, or have them examined, at the time of delivery. Customer is held to check whether the quality and quantity of the goods are in accordance with what has been agreed, or at least meet the standards of normal trade.
2. Customer shall have any visible deficiencies or damage noted on the delivery note or the consignment note, or have the carrier draw up an official report thereof, In the absence of which its rights to complain have been lost/expired.
3. The Customer must submit complaints with regard to transport damage, short deliveries and all other visible defects to User within 24 hours of issue or delivery, under penalty of decay/loss of all claims/rights for repair, replacement or compensation.
4. The Customer must submit complaints with regard to invisible defects to User in writing within 24 hours after it discovers or could reasonably have discovered the defect, at the risk of forfeiting all possible claims to repair, replacement or compensation.
5. A claim by the Customer that the goods do not comply with the Contract may not be made against the User unless it is notified to the User within 48 hours of delivery. Such notification shall be made by the Customer in writing, or confirmed in writing with due despatch. The time limit of 48 hours mentioned above shall be extended to 72 hours if the goods are delivered to a third party.
6. The burden of proof that the goods do not comply with the Contract rests with the Customer.
7. If the Customer notifies the User of complaints concerning the goods, the Customer shall permit the User to inspect and examine the goods with due despatch. The User shall carry out any further examination in the least inconvenient way, which the Customer shall permit the User to do, if necessary by handing over the goods. Any reasonable actual expenses incurred in the requisite examination shall be borne by the Customer if the complaints turn out to be unfounded.
8. If a claim is not made in good time under this Clause, the Customer's obligation to take delivery of and pay for the goods purchased shall remain.
9. User will not accept returns unless these are sent in connection with a complaint, after User has given her written permission. In that case freight charges will be at the expense of the Customer.
10. Customer does not have the right to complain in respect of goods and services which by Customer have been edited, processed, modified or resold and/or, commissioned by Customer, without the prior consent of User, have been repaired.
11. If a complaint concerning goods or services delivered by User is justified, the User is held to repair, replace or credit the defective goods and/or services, only to the choice of User, without any right for Customer to any (damage) compensation.
12. User is only obliged to take note of the complaints submitted, if Customer at the time of submitting the complaint, has fulfilled all her obligations.
13. A complaint does not suspend the payment obligation of Customer, nor does it result in any right to clearing or compensation, or the right of Customer to dissolve the agreement.

Clause 8 Warranty

1. The warranty on the products supplied by User is at all times limited to the guarantee provided by the manufacturer and/or supplier of the goods/services.
2. In case User is the producer or service provider, a warranty period of six months after delivery applies.
3. Under no circumstances will a warranty be provided in respect of parts that User has obtained from third parties that is more extensive than the warranty the relevant supplier provides User.
4. Under no circumstances will a warranty be provided in respect of defects that are completely or partially the result of regulations that the government may set in respect of the nature and quality of the materials applied after the agreement is entered into.
5. Defects that are the result of normal wear and tear, improper treatment or improper or incorrect maintenance, or those that arise after alteration or repairs carried out by Customer or (by her engaged)third parties are not covered by the warranty.

Clause 9 Liability

1. With regard to the products and services provided by User, her liability towards the Customer for defects is limited to that which is contained in Article 8 of this agreement.
2. If User is liable for direct damage, that liability is at all times limited to the selling price of the products concerned and supplied by her..
3. User will never be liable for indirect loss with regard to the products and services provided by her which includes consequential loss, lost profit, lost savings, loss due to business interruption, and claims of third parties.
4. In all other cases User's liability will be limited to the amount that, in the relevant case, is eligible for payment under her insurance.
5. The aforementioned restrictions do not apply if the loss is the result of intent or willful recklessness on the side of User.

Clause 10 Indemnification

1. The Customer indemnifies User against all third-party claims in the event that User, within the framework of carrying out her activities on the instruction of the Customer, with materials and information supplied by Customer, infringes on (intellectual property-) rights of third parties.
2. The Customer shall indemnify the User from all claims of third parties who, in connection with the (defective) execution of the contract, by the User, suffer damage.
3. If the Customer supplies the User with data carriers, electronic files, software, etc., the latter warrants that the data carriers, electronic files or software are free of viruses and defects.

Clause 11 Force majeure

1. If, as a result of force majeure of a permanent or temporary nature, User is prevented from performing the agreement (any further) within 1 month after the User ought to have met her obligations, User will be authorised to terminate the agreement in full or in part by means of a written notice to that end, without judicial intervention, or to suspend further performance of the agreement, without being liable to pay compensation. In the event of suspension, User will continue to be authorised to terminate the agreement in full or in part.
2. For the purposes of these General Terms and Conditions 'force majeure' means, in addition to the sense in which it is used in the law and jurisprudence, any external causes, foreseen or unforeseen, upon which the User cannot exert any influence but which make it impossible for the User to fulfil her obligations, including strikes in the User's company.
3. The User shall also have the right to cite force majeure if the circumstance that prevents fulfilment or continued fulfilment arises after the User ought to have met her obligations.
4. Insofar as the User has already partially met her obligations under the Contract, or will be able to meet them, at the time the force majeure arises, and the part fulfilled/to be fulfilled has a value in her own right, the User shall have the right to invoice the part fulfilled/to be fulfilled separately. The Customer shall pay this invoice as if it were a separate Contract.
5. Under Force majeure is also understood the ageing of the products and the unavailability of (spare) parts of the products supplied by the User.
6. In case of Force majeure, the Customer shall never have the right to terminate/dissolve the agreement and it will never give her the right to any compensation.

Clause 12 Suspension and termination

1. The User shall have the right to suspend fulfilment of the obligations or rescind the Contract if:
 - a. The Customer fails to meet all or part of the obligations under the Contract;
 - b. Circumstances that comes to the User's attention after the conclusion of the Contract and give her good reason to fear that the Customer will not meet the obligations. If there is good reason to fear that the Customer will meet the obligations only partially or not satisfactorily, suspension shall be only permitted insofar as the shortcoming warrants;
 - c. The Customer was asked upon entering into the Contract to provide a guarantee for the fulfilment of her obligations under the Contract and this guarantee is not provided or is unsatisfactory. Once a guarantee has been provided, the right of suspension ceases to obtain, unless such fulfilment has been unreasonably delayed as a result.

2. The User shall also have the right to have the Contract rescinded if circumstances occur that are of such a nature that fulfilment of the Contract is impossible or can no longer be demanded according to standards of reasonableness and fairness, or otherwise circumstances occur that are of such a nature that the Contract cannot reasonably be expected to be upheld unamended.
3. If the Contract is rescinded, the User's claims against the Customer shall be payable immediately. If the User suspends fulfilment of the obligations, it shall retain its rights under the law and the Contract.
4. The User at all times retains the right to claim compensation.
5. Obligations that are by their nature meant to continue even after termination of this agreement will continue after termination of this agreement. These obligations include, among others: confidentiality, liability, dispute resolution, applicable law and election of address for service.

Clause 13 Return of goods made available

1. If the User makes goods available to the Customer for the fulfilment of the Contract, the Customer shall return the said goods in the original condition, free of defects and in full within 14 days. If the Customer fails to meet this obligation, any resultant expenses shall be borne by her.
2. If the Customer, for any reason, following a reminder to this effect, remains in default regarding the obligation stated at sub 1., the User shall have the right to recover the resultant loss or damage and expenses, including the cost of replacement, from the Customer.

Clause 14 Intellectual property and copyright

1. Without prejudice to the other provisions of these General Terms and Conditions, the User retains the rights conferred on it by intellectual property, copyright and all in relation to the Copyright-Act.
2. The Customer is not permitted to make changes to the goods unless this follows from the nature of the goods or has been otherwise agreed in writing.
3. The User reserves the right to use any knowledge obtained by carrying out the work for other purposes, insofar as no confidential information is passed on to a third party in the process.

Clause 15 Confidentiality

1. Parties shall keep secret any confidential information obtained from each other or from any other source in connection with their Contract. Information shall be deemed confidential if this is stated by a party or it follows from the nature of the information.
2. If the User is required under a statutory provision or court judgment to supply confidential information to a third party designated by the law or the competent court, and the User is unable to cite in the matter a statutory exemption or one recognized or allowed by the competent court, the User shall not be obliged to pay compensation and the Customer shall not have the right to rescind the Contract on the grounds of any resulting loss or damage.

Clause 16 Applicable law, competent court and limitation period

1. Notwithstanding any statutory limitation period, the limitation period of all claims and legal actions and defences against the user and the third parties involved in the execution of an agreement shall be one year
2. This general terms of conditions and all agreements arising between parties are subject to Dutch law.
3. All disputes arising from or in connection with this general terms of conditions and all disputes arising from the agreements between parties will only be submitted for settlement to the competent Court Noord-Nederland, location Groningen, unless User – being the claimant – prefers a Court in another district.

Clause 17 Amendments, interpretation and location of the Terms and Conditions

1. These Terms and Conditions have been lodged with Chamber of Commerce under No. 02096037.
2. Regarding the interpretation of the content and purpose of these General Terms and Conditions the Dutch text shall be authoritative at all times.
3. The latest version lodged, or the version in force at the time the Contract was entered into, shall apply.