

General terms and conditions

Leerdam Crisal Glass

Inhoud

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Article 1 - Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. Leerdam Crisal Glass: defined in article 2 of these general terms and conditions;
2. Other Party: the party which concluded an Agreement with Leerdam Crisal Glass
3. Agreement: any agreement between Leerdam Crisal Glass and the Other Party for the provision delivery of goods by Leerdam Crisal Glass to the Other Party;
4. Parties: the Other Party and Leerdam Crisal Glass together;
5. In Writing: by e-mail, by post, or by fax
6. Third Party(ies): Other natural or legal persons who are not part of this Agreement;
7. Products: the material goods to be delivered

Article 2 – Identity of Leerdam Crisal Glass

Company name: Leerdam Crisal Glass, B.V.

Adress: Lingedijk 8

Postal code and city: 4142 LD Leerdam, The Netherlands

Telephone number:

KvK number: 23010049

or

Company name: Crisal Cristalaria Automatica, SA.

Adress: Rua Portugal, Lt 1 Apartado 233

Postal code and city:, 2430-028 Marinha Grande, Portugal

NIF number: PT505210150

Article 3 - General provisions

1. These general terms and conditions apply to all quotes and all (legal) acts of Leerdam Crisal Glass and to all agreements concluded between Leerdam Crisal Glass and the Other Party.
2. If the agreement is concluded electronically, then, contrary to the previous paragraph, and before the agreement is concluded, the text of these general terms and conditions will be made available to the Other Party electronically in such a way that it can be easily stored by the Other Party on a durable data carrier. If this is not reasonably possible, then before the agreement is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that, at the request of the Other Party, they will be sent electronically or otherwise free of charge.
3. Unless expressly agreed otherwise in Writing, the applicability of other general conditions is excluded.
4. Deviations from or additions to these general terms and conditions shall only be valid if expressly agreed in Writing.
5. WhatsApp can be used as a means of communication but any agreements made via WhatsApp are never binding.
6. If and insofar as no appeal can be made to any provision of these general terms and conditions on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question will in any case be accorded a meaning

corresponding as closely as possible to its content and purport, so that an appeal can be made to it.

7. Leerdam Crisal Glass is entitled to engage Third Parties for the execution of the Agreement.

Article 4 - The quote

1. If an quote has a limited period of validity or is made subject to conditions, this will be explicitly stated in the quote.
2. The quote contains a complete and accurate description of the Products quoteed. The description is sufficiently detailed to allow a proper assessment of the quote by the Other Party. If Leerdam Crisal Glass uses images, these are a true reflection of the Products quoteed. Obvious errors or mistakes concerning, for example, the amounts displayed are not binding on Leerdam Crisal Glass.

Article 5 - The Agreement

1. The Agreement is concluded at the moment the Other Party accepts the quote and fulfils the conditions laid down.
2. If any provision of these general terms and conditions or an Agreement proves to be invalid or is voided, this shall not affect the validity of the general terms and conditions or the Agreement as a whole. The parties shall consult together in order to agree on a new provision to replace the void or voided provision, taking into account, as far as possible, the objective and purport of the void or voided provision.
3. Leerdam Crisal Glass reserves the right not to execute an Agreement, for example if it has reasonable doubt or information that the Other Party will not (be able to) meet its (financial) obligations, or when Leerdam Crisal Glass may suffer reputational damage due to sanctions imposed on the country to be delivered, for example, or when the Other party unreasonably delays delivery. If Leerdam Crisal Glass refuses to execute, it will inform the Other Party in Writing of this refusal within a reasonable time after entering into the agreement.
4. These general conditions also apply to future, additional and/or follow-up assignments.
5. Agreed delivery dates are always indicative. The delivery periods are not final deadlines. Exceeding a period therefore does not give the Other Party a right to compensation.

Article 6 - Dissolution

1. If the Other Party does not fulfil one or more of its obligations, or does not fulfil them on time or adequately, is declared bankrupt, applies for (temporary) suspension of payments and/or deferral of payments, proceeds to liquidate its business, or if its assets are seized in whole or in part, Leerdam Crisal Glass has the right to suspend the execution of the agreement or to terminate and/or dissolve the agreement by operation of law and without prior notice of default in whole or in part by means of a Written statement, all this at its discretion and always without prejudice to any of its rights to compensation for costs, damages and interest.

2. If the agreement is terminated by one of the Parties on the grounds of force majeure, Leerdam Crisal Glass is entitled to payment for the hours already worked or the investments already made at the time of the termination of the agreement.
3. If the Agreement is terminated by the Other Party on grounds other than force majeure, Leerdam Crisal Glass will also charge a cancellation fee in addition to the charges mentioned in paragraph 2.

Article 7 - Liability

1. Leerdam Crisal Glass is not liable for indirect and direct damages. Not excluded is the liability of Leerdam Crisal Glass for damages resulting from intent or gross negligence of Leerdam Crisal Glass.
2. If Leerdam Crisal Glass is nevertheless liable for direct damage, Leerdam Crisal Glass's total liability will be limited to compensation for damage up to the amount of the fee (excluding VAT) stipulated for the agreement.
3. The amount of the compensation shall never exceed the amount paid out by the liability insurance.
4. If the agreement is a continuing performance contract with a term of more than six months, the fee stipulated for that contract will be set at the total of the fees (excluding VAT) for the past six months.
5. Direct damage exclusively is understood to mean:
 - a. Reasonable costs that the Other Party would have to make to make the performance of Leerdam Crisal Glass to meet the agreement; however, this replacement damage will not be compensated if the agreement is dissolved by or at the suit of the Other Party;
 - b. Reasonable costs incurred in determining the cause and extent of the damage insofar as the determination relates to damage within the meaning of these terms and conditions;
 - c. Reasonable costs incurred to prevent or limit damage insofar as the Other Party demonstrates that these costs have led to limitation of damage within the meaning of these terms and conditions.
6. The Other Party indemnifies Leerdam Crisal Glass for any claims by Third Parties, who suffer damage in connection with the execution of the agreement.

General provisions on liability:

7. The existence of any right to compensation is always conditional upon the Other Party reporting the damage in Writing to Leerdam Crisal Glass as soon as possible after the damage arose. Each claim for compensation against Leerdam Crisal Glass expires by the mere lapse of 12 (twelve) months after the claim arose.
8. Leerdam Crisal Glass is not liable for damage caused by auxiliary persons as referred to in Article 6:76 of the Dutch Civil Code.
9. Leerdam Crisal Glass is not liable for damage of any kind, because Leerdam Crisal Glass has relied on incorrect and/or incomplete information provided by the Other Party.
10. The Other Party has a duty to investigate the Products supplied by Leerdam Crisal Glass before the Other Party resells the Products.

Article 8 - Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Leerdam Crisal Glass to comply with any obligation towards the Other Party cannot be attributed to Leerdam Crisal Glass in the event of a circumstance independent of the will of Leerdam Crisal Glass, as a result of which the compliance with its obligations towards the Other Party is wholly or partially impeded or as a result of which the compliance with its obligations cannot reasonably be required from Leerdam Crisal Glass. These circumstances include non-performance by suppliers or other Third Parties, (power) failures, computer viruses, extreme weather conditions, fire (danger), (imminent) danger of war, pandemics, epidemics, quarantines, absenteeism, disability, strikes, government measures and the failure of (transport) vehicles and equipment with which the products must be transported.
2. If a situation as referred to in paragraph 1 of this article occurs as a result of which Leerdam Crisal Glass cannot fulfil its obligations towards the Other Party, these obligations will be suspended for as long as Leerdam Crisal Glass cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted 30 (thirty) calendar days, both Parties are entitled to dissolve the agreement in whole or in part in Writing. In that case, Leerdam Crisal Glass will not be obliged to pay compensation for any damage, even if Leerdam Crisal Glass gains any advantage as a result of the force majeure situation.

Article 9 - Guarantee

1. With art. 12 'Delivery' taken into account Leerdam Crisal Glass guarantees that the Products delivered meet the agreement, the specifications listed in the quote, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations.
2. The warranty periods for the Products of Leerdam Crisal Glass are in principle 1 (one) year.
3. The warranty does not apply if:
 - a. The Other Party has repaired and/or processed the delivered products itself or has had them repaired and/or processed by Third Parties;
 - b. The delivered products have been exposed to abnormal conditions or otherwise carelessly treated or contrary to the instructions of Leerdam Crisal Glass and / or on the packaging;
 - c. The inadequacy is wholly or partly the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the materials used.

Article 10 - Fee/Price

1. All amounts are in Euros and exclusive of VAT and other government levies, unless otherwise agreed.
2. Leerdam Crisal Glass reserves the right to make an inflation correction each year on January 1 (first).

3. If, in addition to the correction mentioned in paragraph 2, an inflation correction is applied to a current order, this will be communicated by Leerdam Crisal Glass to the Other party as soon as possible.
4. A compound quotation does not oblige Leerdam Crisal Glass to execute a part of the assignment for a corresponding part of the quoted amount.
5. Discounts and quoted amounts do not automatically apply to future orders.

Article 11 - Payment and invoicing

1. Insofar as not otherwise provided for in the agreement or supplementary conditions, the amounts owed by the Other Party must be paid within 30 (thirty) days after the invoice date.
2. The Other Party has the duty to report inaccuracies in data provided or specified payment immediately to Leerdam Crisal Glass.
3. If the Other Party does not meet its payment obligation(s) in time, this will be pointed out by Leerdam Crisal Glass and the Other Party will be given a period of 7 (seven) days to meet its payment obligations. If payment is not made within this seven-day period, the Other Party will be in default and will owe the statutory (commercial) interest on the outstanding amount. Furthermore, Leerdam Crisal Glass is entitled to charge extrajudicial collection costs and the additional hours incurred internally at a market-based hourly rate.
4. In the event of (a reasonable prospect of) bankruptcy, liquidation or suspension of payments, the claims of Leerdam Crisal Glass on the Other Party and the obligations of the Other Party towards Leerdam Crisal Glass are immediately due and payable.
5. Payments made by the Other Party shall first be applied to settle all costs due, and secondly to settle due and payable invoices that have been outstanding the longest, even if the Other Party indicates that the payment relates to a later invoice.

Article 12 - Delivery

1. The place of delivery is XXX.
2. Leerdam Crisal Glass shall deliver the Products within and outside Europe according to INCOTERMS 2020. This applies to all forms of road, water, rail and air transport.
3. Risk of loss in the Products will transfer in accordance with the applicable INCOTERMS 2020 and title shall pass at the same time as risk of loss transfers.
4. If delivery of an ordered product proves impossible, Leerdam Crisal Glass will make every effort to provide a replacement product. No later than the delivery will be clear and comprehensible manner reported that a replacement item is delivered.
5. With respect to any order, the order shall be considered fulfilled
 - a. if Leerdam Crisal Glass' delivery does not deviate in quantity more than 10 (ten) % from the quantity ordered in the case of decorated Products or 5 (five) % in the case of other Products, and
 - b. if at least 95 (ninety five) % of the Products delivered are not damaged.
6. The Other party will give Leerdam Crisal Glass written notice of failure to deliver Products within 10 days of non-delivery and shall give Leerdam Crisal Glass a reasonable time period from the date of the notice to cure. If Leerdam Crisal Glass does not deliver the undelivered Products within the reasonable time period, the sole and exclusive remedy is to cancel the affected and undelivered portions of the order.

7. If Leerdam Crisal Glass' production is curtailed for any reason, Leerdam Crisal Glass shall have the right to divide its available production and Products among its various customers at its sole discretion and consequently shall have the right to sell and deliver to the Other party fewer Products than specified in the Agreement or order, as the case may be.
8. All delivery periods are indicative. The Other Party may not derive any rights from any periods stated. Exceeding a term does not give the Other Party a right to compensation.

Article 13 - Complaints

1. If a defect is discovered by the other party, the other party must notify Leerdam Crisal Glass's customer service.
2. The complaint will be dealt with within Leerdam Crisal Glass's complaints procedure. If, after investigation, the complaint is found to be justified, a retour, credit note or discount will follow. The Parties will agree together how the complaint will be properly handled.
3. The Other Party can no longer invoke a defect in the performance if it has not protested to Leerdam Crisal Glass within 2 (two) months of discovering the defect or when it should reasonably have discovered it. If there is a visible defect on delivery, a period of 48 (forty-eight) hours applies.
4. The Other Party must give Leerdam Crisal Glass at least 4 (four) weeks to resolve the complaint in mutual consultation.
5. If a complaint is not reported to Leerdam Crisal Glass within the time limits mentioned in the previous paragraphs, the Product is deemed to comply with the agreement and to function in accordance with the Agreement.
6. Complaints do not suspend the Other Party's payment obligation.

Article 14 - Transfer

1. Rights of the Other Party under this agreement cannot be transferred without the prior Written consent of Leerdam Crisal Glass. This provision is a clause with effect under property law as referred to in Article 3:83 (2) of the Dutch Civil Code.

Article 15 - Retention of title

1. The ownership of the delivered Products will only be transferred to the Other Party when all amounts owed by the Other Party to Leerdam Crisal Glass on account of deliveries or work have been paid in full.
2. In such a case, Leerdam Crisal Glass will be entitled to unhindered access to the product. The Other Party will grant all cooperation to Leerdam Crisal Glass in order to give Leerdam Crisal Glass the opportunity to exercise the retention of title included in paragraph 1 by taking back the product.
3. The ownership of all goods sold and delivered by Leerdam Crisal Glass to the Other Party will remain with Leerdam Crisal Glass as long as the Other Party has not paid the claims arising from the Agreement or previous or subsequent similar agreements, as long as the Other Party has not paid the work performed or to be performed under these or similar agreements and as long as the Other Party has not paid the claims of Leerdam Crisal Glass due to failure in the fulfillment of such obligations,

including claims relating to fines, interest and costs, all this as referred to in article 3:92 of the Dutch Civil Code.

4. The Other Party is not authorized to pledge or otherwise encumber the items falling under the retention of title.
5. The Other Party hereby grants unconditional and irrevocable permission to Leerdam Crisal Glass or a third party to be appointed by Leerdam Crisal Glass, in all cases in which Leerdam Crisal Glass wishes to exercise its property rights, to enter all those places where its property will be located and to take those goods with them.
6. If the Other Party has obtained the ownership of the goods delivered under retention of title by accession or confusion, and if the Other Party has not yet paid the claims referred to in paragraph 1, the Other Party will be obliged, upon request of Leerdam Crisal Glass, to transfer the ownership of the delivered goods back to Leerdam Crisal Glass. If this requires the establishment of a right of superficies as referred to in Article 5:101 of the Dutch Civil Code, the Other Party is obliged to cooperate.
7. If third parties seize goods delivered under retention of title or wish to establish or assert rights over them, the Other Party is obliged to inform Leerdam Crisal Glass as soon as may reasonably be expected.

Article 16 - Intellectual Property

1. The documents provided by Leerdam Crisal Glass to the Other Party are exclusively intended to be used by the Other Party. The Other Party is not allowed to publish and/or reproduce the obtained information in whatever form. This includes editing, selling, making available, distributing and integrating - whether or not after editing - in networks, except that such disclosure and/or reproduction is permitted in Writing by Leerdam Crisal Glass and/or such disclosure and/or reproduction arises from the nature of the agreement with Leerdam Crisal Glass.
2. Leerdam Crisal Glass reserves the right to use the knowledge acquired in the execution of the work for other purposes, provided that no confidential information of the Other Party is provided to Third Parties.
3. Leerdam Crisal Glass has the right to use the name and logo of the Other Party as a reference or promotion.
4. The other party indemnifies Leerdam Crisal Glass for the claims of Third Parties concerning intellectual property rights.

Article 17 - Personality rights

1. The name of Leerdam Crisal Glass must be clearly mentioned in connection with any Work used, or must be included in the publication with a reference to the Work, unless the Parties agree otherwise.
2. When reproducing and publishing a Work, the Other Party will at all times respect the personality rights of Leerdam Crisal Glass in accordance with Article 25, paragraph 1 of the Copyright Act. Leerdam Crisal Glass will explicitly not waive its moral rights, unless Parties agreed otherwise In Writing.
3. For each infringement of the personality rights to which Leerdam Crisal Glass is entitled under Article 25 of the Copyright Act, including the right to mention a name, the Other Party will owe immediately due and payable compensation of one time the stipulated amount for that agreement, without losing any right to compensation of

other damage suffered (including the right to compensation of all direct and indirect damage and all actual judicial and extrajudicial costs).

Article 18 - Confidentiality

1. The Other Party is obliged to keep all confidential information, which the Other Party has obtained from Leerdam Crisal Glass within the framework of the agreement, confidential. Information is confidential if this is communicated by Leerdam Crisal Glass or if this reasonably follows from the nature of the information.
2. If the Other Party breaches paragraph 1 of this provision, the Other Party will, irrespective of whether the breach is attributable to the Other Party and without prior notice of default or legal proceedings, owe Leerdam Crisal Glass an immediately payable penalty of 20,000 euros (twenty thousand euros) for each breach without the need for any form of damage, without prejudice to Leerdam Crisal Glass's other rights, including its right to claim damages in addition to the penalty.

Article 19 - Employee clause

1. During the term of the Agreement as well as 1 (one) year after its termination, each of the Parties shall not, without the prior Written consent of the Other Party, take on employees of the Other Party who are or were involved in the execution of the Agreement or otherwise have them work for it, directly or indirectly.
2. In such a case, Leerdam Crisal Glass will not withhold its consent if the Counterparty has quoted appropriate compensation. Adequate compensation is defined as compensation of 10 (ten) monthly salaries.

Article 20 - Exclusivity

1. For the duration of the Agreement, the Other Party grants the Leerdam Crisal Glass the exclusive right to carry out the assigned assignment.

Article 22 - Set-off and suspension

1. The Other Party's right of suspension and right of set-off are excluded.

Article 23 - Applicable law

1. Agreements between Leerdam Crisal Glass and the Other Party to which these general terms and conditions apply will be governed exclusively by Dutch law.
2. Disputes between Parties will be resolved as much as possible through proper consultation. All disputes between the Other Party and Leerdam Crisal Glass will be settled exclusively by the competent court in the district where Leerdam Crisal Glass has its registered office.

Article 24 - Survival

1. The provisions of the general conditions and the agreement which are intended to remain in force after termination of the agreement shall remain in full force after the termination of the agreement.

Article 25 - Amendment or supplementation

1. Leerdam Crisal Glass is entitled to unilaterally amend or supplement these general terms and conditions. In that case, Leerdam Crisal Glass will inform the Other Party in time of the changes or additions.
2. There will be a minimum of 30 (thirty) days between this notification and the entry into force of the amended or supplemented conditions.