

General Terms and Conditions of Purchase

Leerdam Crisal Glass

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Chapter I. General provisions

Article 1. Definitions

1. **General Conditions of Purchase:** these General Conditions of Purchase;
2. **Leerdam Crisal Glass:** further defined in article 2 of these General Conditions of Purchase;
3. **Third Party/Parties:** a natural or legal person other than the Parties (Leerdam Crisal Glass & Supplier) to the Agreement;
4. **Service(s):** the work to be performed by the Supplier on behalf of Leerdam Crisal Glass on the basis of the Agreement;
5. **Good(s):** the tangible objects to be delivered (including software and cloud services), including their assembly and/or installation;
6. **Supplier:** the Party that performs Services for Leerdam Crisal Glass and/or delivers Goods to Leerdam Crisal Glass as a result of the Agreement;
7. **Order(s):** one or more Order(s) from Leerdam Crisal Glass to Supplier concerning the supply of a Good/Goods or the performance of a Service by Supplier;
8. **Agreement:** any Written agreement between the Supplier and Leerdam Crisal Glass concluded for the purpose of supplying Goods or performing Services. This also includes a concluded continuing agreement for the same objectives as mentioned above between the Parties;
9. **Party/Parties:** the contracting parties to the Agreement, being the Supplier and Leerdam Crisal Glass;
10. **Purchase Order:** Written confirmation from Leerdam Crisal Glass to Supplier for the purchase of Goods or Services;
11. **Framework Agreement:** an agreement between Supplier and Leerdam Crisal Glass for the purpose of laying down the terms and conditions relating to Assignments for a specified period;
12. **Written/In Writing:** notice by post, e-mail, or fax.

Article 2. Identity of Leerdam Crisal Glass

Company name:	B.V. Koninklijke Nederlandsche Glasfabriek Leerdam
Trade name:	Leerdam Crisal Glass
Address:	Lingedijk 8
Zip code and place of business:	4142 LD, Leerdam, the Netherlands
Chamber of Commerce number:	23010049

Or

Company name:	Crisal-Cristalaria Automática, S.A.
Trade name:	Leerdam Crisal Glass
Address:	Rua Portugal, Lt 1 Apartado 233
Zip code and place of business:	2430-028 Marinha Grande, Portugal
NIPC Number:	505210150

Article 3. Applicability

1. These General Conditions of Purchase apply to all requests, offers, Agreements and other (legal) acts relating to the supply of Goods and/or the provision of Services.
2. The applicability of any other (delivery) terms and conditions of Supplier and/or Third Parties is expressly rejected.
3. These General Conditions of Purchase shall also apply to any future, additional or follow-up orders/Agreements arising from this Agreement.
4. Deviating clauses and any conditions of the Supplier shall only apply if and insofar as Leerdam Crisal Glass has expressly agreed to them In Writing. Leerdam Crisal Glass has the possibility to allow any deviation from these General Purchase Conditions, but the Supplier cannot derive any future rights from such agreed deviations.
5. If any provision of these General Conditions of Purchase is void or annulled, the other provisions of these General Conditions of Purchase shall remain in full force and the Supplier and Leerdam Crisal Glass shall consult in order to agree on new provisions to replace the void or annulled provisions, taking into account, as far as possible, the purpose and tenor of the void or annulled provisions.
6. If and insofar as there is any discrepancy between the English text of the General Purchase Conditions and any translation thereof, the English text of the General Purchase Conditions shall prevail at all times.
7. Leerdam Crisal Glass is entitled to unilaterally amend or supplement these General Conditions of Purchase. In that case, Leerdam Crisal Glass will notify the Supplier of the amendments or additions in a timely manner. There will be at least 30 (thirty) days between this notification and the entry into force of the amended or supplemented conditions.

Article 4. Conclusion of the Agreement

1. If the Supplier makes a Written or verbal offer, the Agreement shall only be established by a Written Purchase Order from Leerdam Crisal Glass.
2. Until the Agreement is signed by one or more persons authorised to represent Leerdam Crisal Glass, Leerdam Crisal Glass will be free to withdraw from negotiations or abort a procurement process without becoming liable for any damages.
3. Supplier and Leerdam Crisal Glass shall bear their own costs of the negotiations, documentation, preparation and expertise required therefor.
4. The Supplier cannot derive a legitimate expectation that an Agreement will be concluded from the invitation to make an offer and/or negotiate an order.
5. An offer made by Supplier is irrevocable for the period stated in the offer. If the offer does not specify a period, the offer is valid for a period of sixty (60) days.
6. In the case of a Framework Agreement, an Agreement comes into effect each time the Leerdam Crisal Glass order for (partial) execution of the Assignment, within the framework of the Framework Agreement, is sent by Leerdam Crisal Glass.
7. If Leerdam Crisal Glass has already provided the Supplier with a copy of the General Purchase Conditions in previous Orders, or if Leerdam Crisal Glass has informed the Supplier where the General Purchase Conditions can be consulted, the Supplier is deemed to have taken cognisance of the General Purchase Conditions. The Supplier with whom an Agreement has once been concluded on the basis of these General Conditions

- of Purchase, agrees to the applicability of these General Conditions of Purchase to all future and/or following Agreements between the Supplier and Leerdam Crisal Glass.
8. All Agreements are entered into subject to the issue of a Purchase Order ("PO"). If Leerdam Crisal Glass does not issue a PO within six months of signing the Agreement, Leerdam Crisal Glass may terminate the Agreement without giving further reasons and without becoming liable for damages, unless the Agreement has already been executed and Leerdam Crisal Glass has actively cooperated in it.
 9. A PO issued by Leerdam Crisal Glass is valid for the duration of 12 (twelve) months.

Article 5. Termination and dissolution of the Agreement

1. If, after cancellation and/or termination of a current Agreement, the Parties enter into negotiations for a new Agreement to be concluded and the Supplier continues the supply of Goods and/or the performance of Services after the end of the terminated Agreement, the provisions of the General Conditions of Purchase and of the terminated Agreement shall remain in force between the Parties until the provisions of the new Agreement shall apply between the Parties.
2. Leerdam Crisal Glass is authorised, at its own choosing, to suspend the Agreement in whole or in part with immediate effect without further notice of default or to dissolve it in whole or in part In Writing, without being liable to pay any compensation, if:
 - a. suspension of payments or declaration of bankruptcy of the Supplier or an application to that effect;
 - b. the Supplier being placed under guardianship or administration;
 - c. sale or termination of the business or death of Supplier;
 - d. revocation of permits of the Supplier that are necessary for the performance of the Agreement;
 - e. full or partial attachment of the Supplier's assets or a significant part of the Supplier's business assets or Goods intended for the performance of the Agreement;
 - f. the fact that the Supplier fails to fulfil one or more obligation(s) under the Agreement and/or these General Conditions of Purchase, or fails to do so in full.
3. Obligations under the Agreement or the General Conditions of Purchase which by their nature are intended to continue beyond the end of the Agreement shall remain in full force even after the end of the Agreement, regardless of the manner or reason for termination.

Article 6. Prices

1. The prices stated in the Agreement in relation to the delivery of Goods and/or performance of Services are fixed. Unless expressly agreed otherwise In Writing, the prices are not subject to (price) changes.
2. All agreed prices are inclusive of all costs and charges, including (non-exhaustively), costs of packaging, loading, transport, installation, unloading of Goods, insurance, administration, accommodation of persons, travel costs and travel time. Additional costs not expressly accepted In Writing by Leerdam Crisal Glass prior to the Order shall not be eligible for reimbursement.
3. All agreed upon prices are exclusive of sales tax (VAT), but inclusive of all other government-imposed taxes, duties, and levies.

4. The agreed upon prices are in euros (€), unless otherwise agreed upon In Writing.

Article 7. Invoicing and payment

1. Invoicing of Goods shall take place after the Goods have been delivered to the delivery address stated in the Agreement, unless otherwise agreed In Writing.
2. Invoicing of Services performed during the term of the Agreement will take place by means of a monthly detailed specification to be submitted by the Supplier to Leerdam Crisal Glass in arrears on a billable basis, unless otherwise agreed In Writing. This detailed specification must always be approved by Leerdam Crisal Glass before invoicing.
3. Invoices can be issued electronically through IT-programmes certified by the applicable Tax and Customs Authority, and on the conditions that are set by aforementioned applicable Tax and Customs Authority.
4. Invoices shall be in accordance with the order, the quantity of Goods delivered or Services performed, and with the requirements applicable by and under the law and shall in any case state:
 - a. the delivery address;
 - b. date on which the Goods were made available to Leerdam Crisal Glass, on which the Services were performed or on which the payments were made prior to the performance of the work, if this date does not coincide with the date on which the invoice was drawn;
 - c. the price of the Goods or Services, excluding taxes and the other elements included in the taxable amount;
 - d. the applicable rates and the amount of tax due (specified per VAT type);
 - e. the justification for not applying the tax, if applicable;
 - f. the names, trade names or company names and head office or residence of the supplier of Goods or Services and of the taxpayer or recipient (all in accordance with the Chamber of Commerce), as well as the corresponding tax identification numbers;
 - g. the name of the orderer/contact person and/or cost centre at Leerdam Crisal Glass;
 - h. the PO number;
 - i. the invoice date;
 - j. the quantity and customary name of the Goods and/or Services invoiced, with description and indication of the elements necessary to determine the applicable fee;
 - k. the invoice amount per invoice line and total;
 - l. the bank account number;
 - m. the Swift/IBAN number;
 - n. The QR-code and the respective ATCUD-code if applicable.
- ~~5.~~ Payment for the performed Service or the received Goods shall be made within 60 (sixty) days of receipt of a properly specified invoice or within 60 (sixty) days of delivery, whichever is later, in a manner to be determined by Leerdam Crisal Glass. In case Supplier holds the status of a small and medium-sized Enterprise (SMe) or freelancer, the payment term will be 30 (thirty) days of receipt of a properly specified invoice or within 30 (thirty) days of delivery, whichever is later, in a manner to be determined by Leerdam Crisal Glass.

6. Leerdam Crisal Glass is in any case authorised to suspend payment of the entire (or a part of an) invoice if:
 - a. Leerdam Crisal Glass is of the opinion that the Goods delivered and/or Services performed do not (entirely) comply with the Agreement and/or there is in any other way a shortcoming in the Supplier's performance of the Agreement;
 - b. Leerdam Crisal Glass has reasonable doubt as to the substantive accuracy of the relevant invoice.
7. Exceeding a payment term by Leerdam Crisal Glass or non-payment by Leerdam Crisal Glass of any invoice, pursuant to the aforementioned paragraph, does not entitle the Supplier to suspend or terminate its performance.
8. Leerdam Crisal Glass shall at all times have the right to set off amounts it shall owe to the Supplier on any account against amounts the Supplier shall be entitled to claim from Leerdam Crisal Glass on any account.
9. Leerdam Crisal Glass shall never be in default without a prior legally valid notice of default, except as provided for in Article 6:83 of the Dutch Civil Code. After the Supplier has given notice of default, Leerdam Crisal Glass always has 30 (thirty) days to fulfil its obligations before it is in default.
10. If Leerdam Crisal Glass is in default, Leerdam Crisal Glass will never owe any default interest as referred to in article 6:119 of the Dutch Civil Code and, subject to the provisions of article 8 (liability and indemnification), Leerdam Crisal Glass is not liable for any costs other than those actually incurred by the Supplier.
11. Payment by Leerdam Crisal Glass in no way implies a waiver of rights.

Article 8. Liability and indemnity

1. Supplier is liable for all damages, which Leerdam Crisal Glass and/or Third Parties suffer as a result of a shortcoming in the fulfilment of the Agreement and/or as a result of wrongful acts or omissions of Supplier, its personnel or Third Parties engaged by Supplier.
2. In the absence of intent or gross negligence on the part of Leerdam Crisal Glass, the Supplier shall indemnify and hold Leerdam Crisal Glass harmless from and against all claims by Third Parties in respect of damages resulting from the Supplier's performance of the Agreement, including without limitation:
 - a. claims for damages based on product liability pursuant to Article 6:185 of the Dutch Civil Code;
 - b. all costs of legal assistance caused directly or indirectly by conduct of (employees of) the Supplier, subcontractors or other auxiliary persons of the Supplier that is in violation of obligations applicable to the Supplier under the Agreement and applicable laws and regulations, including any guarantees provided by the Supplier; and
 - c. all claims, damages, costs and the like arising from the Supplier's failure to pay or to pay in full any salaries, sales tax, taxes, fees, emoluments and/or social security contributions due, whether legally or contractually related to the performance of the Agreement.
3. Leerdam Crisal Glass is not liable for any damage suffered by the Supplier, its personnel or Third Parties engaged by Supplier in the execution of the Agreement, unless the damage results from intent or gross negligence on the part of Leerdam Crisal Glass.

4. The Supplier shall indemnify Leerdam Crisal Glass against employee claims brought against Leerdam Crisal Glass in the context of the performance of the personnel hired by the Supplier for the Services. This includes obligations of the Supplier as employer arising from tax and social security legislation and employment-related claims of its personnel with respect to work performed.

Article 9. Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, the Parties may suspend the performance of their obligations under the Agreement for the duration of the force majeure, with a maximum of 6 (six) weeks. The foregoing is subject to the condition, on penalty of forfeiture of a claim to force majeure, that the Party that is prevented from fulfilling its obligations due to force majeure notifies the other Party thereof as soon as reasonably possible, stating all relevant information about the force majeure situation.
2. If, after these 6 (six) weeks have elapsed, a Party is unable to fulfil its obligations in connection with force majeure, the other Party is authorised to dissolve or terminate the Agreement without being liable for compensation.
3. Force majeure shall in any case not include illness of/lack of personnel, strikes, pandemics, epidemics, quarantines, shortcomings of Third Parties engaged by the Supplier, failure or unsuitability of auxiliary materials, failures of suppliers or contractors of the Supplier, failures of carriers, scarcity of commodities, liquidity, or solvency problems at the Supplier and/or the Third Parties engaged by the Supplier.

Article 10. Compliance by Supplier

1. The Supplier shall immediately inform Leerdam Crisal Glass of an (imminent) exceeding of the agreed delivery date(s) or period(s).
2. Unless expressly agreed upon otherwise In Writing, all schedules, dates and milestones shall be deemed to be fatal deadlines and the mere exceeding thereof shall constitute default on the part of the Supplier, unless the Supplier proves that the exceeding is due solely to the intent or deliberate recklessness of Leerdam Crisal Glass or if the Supplier can successfully invoke force majeure.
3. The Supplier shall have no right of set-off and/or right of suspension.

Article 11. Expiry of legal action

1. Any legal claim of the Supplier against Leerdam Crisal Glass under an concluded Agreement between Parties shall lapse 1 (one) year after the moment the claim arose, or 1 (one) year after the Supplier became aware of it.

Article 12. Intellectual property

1. Supplier warrants that the use of the Goods supplied by Supplier and/or Services performed by Supplier will not infringe any intellectual or industrial property rights of Third Parties and therefore indemnifies Leerdam Crisal Glass against claims by Third Parties on that account.

2. In the event the Supplier supplies Goods and/or the performs Services that are subject to intellectual or industrial property rights of Third Parties, the Supplier grants Leerdam Crisal Glass a right of use, unless otherwise agreed In Writing.
3. The Parties will at all times retain ownership of all intellectual or industrial property rights belonging to the relevant Party that already existed before the start of the Agreement, except if the Agreement involves a transfer of intellectual or industrial property rights.
4. All intellectual and industrial property rights that will arise and can be exercised with respect to the results of the Agreement and/or the delivered and/or developed together with Leerdam Crisal Glass shall belong to Leerdam Crisal Glass. To the extent necessary, the Supplier transfers the intellectual and industrial property rights to Leerdam Crisal Glass in advance. The Supplier shall always cooperate in further effectuating this transfer.
5. The Supplier is prohibited from reproducing, publishing, or exploiting the Goods that are a product of intellectual or industrial property rights of Leerdam Crisal Glass, with or without the involvement of Third Parties.
6. Supplier shall indemnify Leerdam Crisal Glass against claims by Third Parties arising from or related to any infringement of the aforementioned rights and shall compensate Leerdam Crisal Glass for all damages and costs resulting therefrom.

Article 13. Use of information, name and logo Leerdam Crisal Glass

1. Supplier shall not, without Leerdam Crisal Glass's prior Written consent, advertise or otherwise disclose any information whatsoever relating to the Agreement or about its relationship with Leerdam Crisal Glass.
2. Supplier shall not have the right to use trademarks and logos of Leerdam Crisal Glass without Leerdam Crisal Glass's prior Written consent.
3. If the Supplier violates this article, irrespective of whether the violation can be attributed to the Supplier and without prior notice of default or court proceedings, the Supplier forfeits for the benefit of Leerdam Crisal Glass an immediately payable penalty of EUR 50,000 (fifty thousand euros) for each violation without the need for any form of damage without prejudice to Leerdam Crisal Glass's other rights, including the right to claim damages in addition to the penalty.

Article 14. Insurance

1. The Supplier shall at its own expense take out and maintain adequate liability insurance in the field of professional and business liability as well as continuity insurance in the event of business interruption (due for example to loss of data, fire, water damage, theft, fraud et cetera) during the term of the Agreement and for a period of 3 (three) years after the end thereof. The insurances shall be at least in line with the market and adequate in the context of the reasonably foreseeable risks of a business such as that of Supplier.
2. Supplier shall provide adequate proof of insurance and premium payment upon Leerdam Crisal Glass's first request.
3. If the Supplier fails to comply with this article, Leerdam Crisal Glass may dissolve the Agreement without the Supplier being entitled to compensation.

Article 15. Confidentiality

1. The Parties undertake to keep secret all confidential information, designated as such or which the Parties should reasonably understand to be confidential, obtained by the Parties from each other in the context of the Agreement.
2. If the Supplier violates this article, irrespective of whether the violation can be attributed to the Supplier and without prior notice of default or court proceedings, the Supplier forfeits to Leerdam Crisal Glass an immediately payable penalty of EUR 150,000 (one hundred and fifty thousand euros) for each violation without the need for any form of damage without prejudice to Leerdam Crisal Glass's other rights, including the right to claim damages in addition to the penalty.

Article 16. Privacy

1. Supplier shall comply with all relevant laws and regulations, such as the General Data Protection Regulation (Regulation 2016/679 EU, hereinafter referred to as: "AVG"), regarding (processing of) personal data. If the Supplier is to be considered a processor within the meaning of the AVG, the Parties shall enter into a processor agreement to that effect.

Article 17. Non-transferability

1. Rights of the Supplier under the Agreement cannot be transferred without the prior Written consent of Leerdam Crisal Glass. This provision counts as a clause with effect under property law as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.
2. This article applies as long as its content and operation is permissible under law.

Article 18. Rules of conduct

1. Leerdam Crisal Glass and Supplier declare that they will at all times behave as a proper contracting party and do all that befits them to do as a proper contracting party in general social conduct.
2. Supplier declares that it does not use bribery, forced or child labour or other ethically unacceptable business practices nor acts in violation of applicable competition laws.

Article 19. Sustainability

1. Supplier is obliged to make efforts to achieve continuous improvement in terms of sustainability and corporate social responsibility.
2. Without prejudice to the other provisions of these General Purchase Conditions, the Supplier shall ensure that Supplier, its employees, and the Third Parties engaged by Supplier comply with applicable laws and regulations concerning the environment and sustainability.
3. Supplier declares that the Goods and/or Services involved in the Agreement do not pose any danger to humans or the environment.

Article 20. Applicable law

1. The choice of applicable law depends on which of the two entities of Leerdam Crisal Glass (as referred to in article 2 of these General Terms and Conditions of Purchase) issues a PO. All legal relationships between Supplier and Leerdam Crisal Glass is

exclusively governed by the the local law of the country where the entity issuing the PO is based.

2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
3. Disputes between the Parties shall as far as possible be resolved through proper consultation. All disputes between Supplier and Leerdam Crisal Glass will be settled by the competent court in the district in which the user of these General Conditions of Purchase has its registered office.

Chapter II. Provisions applicable to Goods

The provisions contained in this chapter are in addition to the general provisions contained in Chapter I.

Article 21. Delivery of Goods

1. Goods shall be delivered to the address specified by Leerdam Crisal Glass and within the agreed period, in accordance with the delivery specifications, provided that the risk of the Goods shall not pass to Leerdam Crisal Glass until Leerdam Crisal Glass has approved the delivery/deliveries. Leerdam Crisal Glass may at any time change the delivery specifications on reasonable grounds. Parties will jointly agree to the Incoterms under which Supplier will deliver Goods to Leerdam Crisal Glass.
2. The time of delivery is specified in the Purchase Order. Earlier delivery than agreed upon can only take place with the prior Written consent of Leerdam Crisal Glass. The Supplier must notify Leerdam Crisal Glass without delay of any delay in delivery that it anticipates. If Leerdam Crisal Glass considers such delay unacceptable, the Purchase Order may be cancelled by Leerdam Crisal Glass without any compensation of costs to the Supplier and without prejudice to Leerdam Crisal Glass' right to damages.
3. Ownership of the Goods delivered to Leerdam Crisal Glass, the delivery of which has taken place, shall, setting aside any claims for retention of title and right(s) of claim, pass to Leerdam Crisal Glass at the time when such Goods are delivered at the aforementioned place of delivery. The Supplier guarantees that full and unencumbered ownership is provided. Until the moment of delivery, the Goods shall remain at the Supplier's expense and risk.
4. The signing for receipt of Goods by Leerdam Crisal Glass in no way implies approval of the delivered Goods. Goods damaged in transit or not meeting the quality requirements given by LG Glass may be returned by Leerdam Crisal Glass. Any amount invoiced to Leerdam Crisal Glass for these Goods will be credited by the Supplier.
5. If, for whatever reason, Leerdam Crisal Glass is unable to take delivery of the Goods at the agreed upon time while they are ready for delivery, the Supplier shall, for a reasonable fee to be determined by mutual agreement, hold and secure the Goods recognisable as the transferable property of Leerdam Crisal Glass and take all measures necessary to prevent deterioration in quality, until Leerdam Crisal Glass is able to take delivery of the Goods.
6. The Goods must be properly packed, secured and transported in such a way that they reach their destination in good condition, in compliance with the applicable laws and regulations in this regard.
7. Supplier shall observe any packaging or transport requirements to be imposed by Leerdam Crisal Glass.

8. Supplier is responsible for the removal of the packaging materials supplied by Supplier from Leerdam Crisal Glass's premises, unless otherwise agreed upon In Writing. Leerdam Crisal Glass has the right at all times to return or destroy the packaging materials at the Supplier's expense and risk.
9. Supplier shall clearly and orderly indicate on the packing list/packing slip the purchase order number, item number, item description and quantities.
10. In the event Leerdam Crisal Glass makes materials available to the Supplier for the performance of the Supplier's obligations, these materials remain the property of Leerdam Crisal Glass. Supplier shall keep these materials separate from objects belonging to itself or Third Parties. The Supplier shall mark and treat these materials as the property of Leerdam Crisal Glass.

Article 22. Warranty and conformity

1. Supplier guarantees that the Goods to be delivered by Supplier (continue to) comply with the (requirements in the) Agreement or, if nothing has been agreed upon in this respect, with the specifications, properties and requirements that are set for the Goods in trade, or at least are customary, and do not contain any substances and/or preparations prohibited by or pursuant to law. Supplier also guarantees that the Goods to be delivered are at all times of good and consistent quality and free from defects in construction, material, manufacturing finish and design, as well as free from errors and defects in nature, composition, and content. Supplier further warrants that the Goods that are to be delivered are fully suitable for the purpose for which they are intended and can be used as such and, if applicable, processed.
2. Leerdam Crisal Glass is authorised, but not obliged, to test or inspect the Goods during production, processing, storage and after delivery.
3. A warranty period of 12 (twelve) months from delivery applies to Goods, unless a longer period follows or is used by law, case law or by the Supplier or within the Supplier's branch of industry. The guarantee period shall be extended with a period equal to the period(s) during which the Goods have not been used or could not be fully used as a result of a shortcoming in the performance(s).
4. If the Goods delivered do not comply with the provisions of the first paragraph of this article and, more specifically, if, in Leerdam Crisal Glass's opinion, the Goods delivered do not comply with the specification(s) given or an approved sample, Leerdam Crisal Glass shall be entitled to reject those Goods. In that case, the Supplier shall be obliged within 10 (ten) days, at Leerdam Crisal Glass's discretion, either to deliver replacement Goods, or to repair, modify or improve the Goods, or to refund any purchase price already paid; all this without prejudice to Leerdam Crisal Glass's right to full compensation for the damage it has suffered.
5. If, after consultation with the Supplier, it is reasonable to assume that the Supplier cannot or will not provide repair or replacement as referred to in the previous paragraph of this article, or will not do so properly or in a timely manner, Leerdam Crisal Glass has the right, in urgent cases, to have repair or replacement carried out at the Supplier's own expense or by a Third Party.

Chapter III. Provisions applicable to Services

The provisions contained in this chapter are in addition to the general provisions contained in Chapter I.

Article 23. Performance of Services

1. The Supplier guarantees that it will perform the Services with the degree of care, expertise, and professionalism customary within the Supplier's industry and that the results will meet the agreed specifications, service descriptions and/or the properties and requirements placed on the Services in the trade.
2. The Supplier is not permitted to transfer and/or outsource all or part of its obligations under an Agreement to a Third Party (including secondment) without Leerdam Crisal Glass's prior Written consent.
3. The Supplier shall impose the same obligations on the Third Party as apply between the Supplier and Leerdam Crisal Glass. Supplier is and shall at all times remain responsible and liable for acts and/or omissions of any Third Party engaged by Supplier.
4. At Leerdam Crisal Glass's request, Supplier will cooperate with any Third Parties designated by Leerdam Crisal Glass.
5. Supplier shall only provide qualified persons for the agreed upon Services. In the event of Leerdam Crisal Glass having justified doubts about the suitability of a person, Leerdam Crisal Glass may request that this person be replaced as soon as possible at Supplier's expense.
6. At Leerdam Crisal Glass' first request, the Supplier shall submit the data, permitted under applicable laws and regulations, as stated on the proof of identity of its personnel and/or Third Parties engaged by Supplier.
7. Supplier shall ensure that Leerdam Crisal Glass can check the identity of the personnel and/or Third Parties engaged before commencement of the work on the basis of valid identification. Furthermore, Supplier shall ensure that the personnel can identify themselves at all times on the work floor.
8. Leerdam Crisal Glass shall not process the personal data as referred to in paragraphs 6 and 7 of this article for longer than is necessary for the execution or performance of the Agreement, in compliance with the applicable privacy legislation. 'Processing' is in line with the definition mentioned in Article 4(2) of the AVG (General Data Processing Regulation).
9. If the Supplier fails to comply with the obligations referred to in paragraphs 6 and 7 of this article in a timely manner, Leerdam Crisal Glass reserves the right to deny the relevant staff members and/or Third Parties engaged access to the work. The Supplier indemnifies Leerdam Crisal Glass against any claim, possible fines and/or other claims in this context.
10. If and to the extent legally possible, Supplier indemnifies Leerdam Crisal Glass for all damages to be suffered by Leerdam Crisal Glass in respect of the (presumed) existence of a (fictitious) employment relationship between the Parties, including costs, statutory interest and tax interest, which are a consequence of an additional levy of payroll taxes (including payroll tax and national insurance contributions) by the Tax Authorities on the basis of a private or fictitious employment in respect of the deployment of the Supplier, provided that the additional levy by the Tax Authorities is based on an actual

circumstance which shows that the Supplier performed the Services in private or fictitious employment.

Article 24. Fees and expenses

1. The rates stated in the Agreement shall apply for the duration of the Agreement, unless otherwise agreed upon in Writing.
2. All expenses are included in the agreed rate. Travel expenses and travel time are only billable if agreed upon in advance and it is a business trip where the start and end of the trip is different from the agreed place of work and this trip is commissioned by Leerdam Crisal Glass.

Article 25. Guarantee and conformity

1. The Supplier guarantees that the Services to be performed by Supplier will (continue to) comply with the (requirements in the) Agreement or, if nothing has been agreed upon in this respect, with the specifications, properties and requirements that are set for the Services in trade or are at least customary. This also applies to the applicable statutory regulations.
2. A guarantee period of twelve (12) months from delivery applies to Services, unless a longer period follows or is used by law, case law or by the Supplier or within the Supplier's line of business. The guarantee period will be extended by a period equal to the period(s) during which the Services have not been used or could not be fully used as a result of a failure in performance(s).
3. If, in the opinion of Leerdam Crisal Glass, the Services performed do not comply with the Agreement, Leerdam Crisal Glass shall, within the guarantee period, without prejudice to all other rights and claims, has the option to, inter alia:
 - a. having the Supplier repair, modify, improve or redeliver Goods and/or perform Services free of charge;
 - b. terminate the Agreement with immediate effect, in whole or in part, and claiming additional damages.
4. If, after consultation with the Supplier, it is reasonable to assume that the Supplier cannot or will not provide repair or replacement, or will not do so in time or properly, Leerdam Crisal Glass has the right, in urgent cases, to have repair or replacement carried out at the Supplier's own expense or by a Third Party.

Article 26. Resources

1. The Supplier itself shall provide the necessary (auxiliary) resources for the performance of the Agreement.
2. In the event Leerdam Crisal Glass makes (auxiliary) materials available to the Supplier for the fulfilment of the Supplier's obligations, these remain the property of Leerdam Crisal Glass. Supplier shall keep these materials separate from objects belonging to itself or Third Parties. The Supplier shall mark and treat these materials as the property of Leerdam Crisal Glass.
3. Alteration to the said tools as well as the use of these tools for or in connection with any purpose other than the provision of services to Leerdam Crisal Glass is only permitted with the prior Written consent of Leerdam Crisal Glass.