

## General terms and conditions of sale and delivery of Saint-Gobain Cultilene B.V.

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### 1. General

1. The following definitions are used in these general terms and conditions:
  - a. Customer: any natural person or legal entity with whom/which we (Saint-Gobain Cultilene B.V.) enter into an agreement, negotiate for the purpose of entering into an agreement, to whom/which we make an offer, or in respect of whom/which we perform any legal acts.
  - b. Order: any order, written or otherwise, that the Customer places at Cultilene.
  - c. Agreement: any agreement that is entered into between us and the Customer, any amendment or addition to such an agreement, as well as all legal acts to prepare for or implement that agreement.
  - d. Products: all goods that are the object of an agreement with the Customer.
2. These general terms and conditions form part of all agreements and apply to all related legal acts between us and the Customer. We expressly reject the applicability of any general terms and conditions referred to by other parties. Unless agreed otherwise, the last version of the terms and conditions referred to above, always apply and, if the Dutch text of these documents differ from the translation in another language, only the Dutch text will apply.
3. We are entitled to amend these general terms and conditions at any time. We will notify the Customer of any amendment as referred to in the previous sentence, in writing, no later than 14 days before the intended commencement date of that amendment.
4. If the Customer does not inform the Saint-Gobain Cultilene management in writing within 14 days of the notice referred to in the previous paragraph that the intended amendments are not accepted, the Customer will be deemed to have accepted these amendments, after which the amendments will form a full and integral part of the agreement that has been concluded with the Customer.
5. If the Customer has informed us in writing within the period referred to in the previous paragraph that an intended amendment is not accepted, we are entitled to terminate the agreement with immediate effect, without the Customer being entitled to any form of compensation.
6. Deviations from these Terms and Conditions and/or any offer or agreement may only be made in writing by the authorised persons and will then only apply to the specific agreement to which the deviations relate. Contrary to the provisions of Article 6:225(2) of the Dutch Civil Code, any differences between our offer and the buyer's acceptance are not binding on us.

### 2. Offers and rates

1. Our offers, rates and prices are issued without obligation. These may be altered at any time without prior notice, and in case of offers, before acceptance. We reserve the right to alter our product characteristics without prior notice, without this affecting essential properties and the quality.
2. All information and data contained in offers made by us via the website, letters, catalogues, drawings etc., such as but not limited to sizes, colours, quantities and net thicknesses, are as accurate as possible and are binding only where explicitly stated. However, we cannot guarantee that no deviations will occur in this regard.
3. Unless stated otherwise, all of our offers are based on us performing the agreement under the normal working conditions that are customary in the sector.
4. We reserve the right to refuse orders without providing reasons, to require payment in advance, or to set different payment conditions to those agreed in these general terms and conditions.

### 3. Order confirmation

The orders that we receive are binding on us only after we have accepted them in writing in the form of an order confirmation that we send to the Customer. Verbal undertakings by and arrangements made with our employees or third parties we have hired are not binding on us until and insofar as we have confirmed them to the Customer in writing.

Similarly, an agreement is formed once we start to fulfil the agreement for the Customer.

If we send an order confirmation, it will be deemed to reflect the content of the agreement accurately and in full.

#### **4. Advice**

If we are contractually obliged to provide the Customer with a service or services, for example in the form of advice, this creates a best efforts obligation on our part. However, we are not obliged to guarantee that following the advice will lead to a particular result or that by following the advice the Customer will fulfil their obligations, legal or otherwise, and we do not guarantee this. The Customer has a duty to investigate in respect of all advice given. The Customer is deemed to be competent to do so.

#### **5. Price**

1. In principle, our prices are expressed in euros and exclude VAT, although include the costs of transport to the stated destination within the Netherlands (delivery carriage paid), unless expressly stated otherwise, and other government-imposed levies, as further specified in Article 8 on transport. We reserve the right to charge the Customer separately for transport costs that exceed those that under normal circumstances are reasonably deemed to be included in our prices.
2. If there is any change in factors that determine cost price after the offer is made or the agreement is concluded, such as in raw materials, items that involve the sales of a third party, wages or salaries, government costs and/or freight charges, we will be entitled to alter the price accordingly. We will notify the Customer of this alteration as soon as possible.
3. If we perform additional work, the associated costs will be payable by the Customer. The lack of a written order for additional work does not affect our right to claim the associated costs.
4. If prices are expressed in a foreign currency and the value of that currency changes negatively for us in respect of the euro after the agreement is concluded, we will be entitled to increase our prices such that the equivalent value in euros is the same as when the agreement was concluded.

#### **6. Delivery period**

1. Stated delivery periods are indicative only and can never be regarded as strict deadlines within the meaning of Article 6:83 of the Dutch Civil Code and are furthermore based on the information provided to us in writing by the Customer when the agreement is concluded, the circumstances applicable to us and, insofar as we are dependent on the performance of third parties, the information provided to us by such third parties.
2. If the Customer cannot or does not wish to take delivery of an order that is ready for dispatch, we will store the related items for a period of no more than two weeks at the Customer's expense. Delivery will be deemed to have taken place once the order has been placed into storage. After the end of this period, the Customer will be in default and charged for the total costs associated with the storage, notwithstanding our other rights. We are also entitled to make partial deliveries at any time.
3. Unless otherwise agreed in writing, we are free to choose how to perform the agreement. We may hire third parties for the performance of the agreement, without consulting with or obtaining the Customer's consent.
4. The delivery period will be extended by the period by which we have suspended contractual performance pursuant to these Terms and Conditions and/or the law or by the period by which we have been prevented from fulfilling these obligations due to force majeure as described in Article 7 of these Terms and Conditions. This period will also be extended by the period during which we are dependent on deliveries or performance by third parties supplying us.

If the stated delivery period is exceeded, we will only be in default once the Customer has given us written notice of default in which we are granted a reasonable period of time to fulfil our obligations.

#### **7. Force majeure**

1. We are not liable in any case for the consequences of failing to comply, or to comply on time, with our obligations due to force majeure. If force majeure occurs, we are entitled to either extend the agreed period for order fulfilment by the period of the force majeure, or to terminate the agreement, or any part of it that has not yet been performed, without being liable to pay any compensation.

2. Force majeure means all unworkable circumstances beyond our control as a result of which we are prevented from fulfilling our obligations towards the Customer in full or in part or as a result of which we cannot reasonably be expected to fulfil our obligations, irrespective of whether those circumstances were foreseeable at the time of concluding the agreement. Unworkable circumstances include: strikes and lockouts, precipitation, wind and frost or other weather conditions not conducive to work, stagnation or other problems in the production or execution of work by us or our suppliers and/or in our own or third-party transport, measures by any government body and the absence of any government permit or certificate, including import and export bans, epidemics, insofar as these circumstances are the cause of non-performance or seriously delayed performance of the agreement.
3. The Customer's financial and other obligations that arose before the onset of the force majeure remain in force despite the force majeure.
4. Force majeure suspends the parties' obligations. If the force majeure lasts for longer than two months, both parties are entitled to terminate the agreement, with the exception of the Customer's purchase obligation for specifically purchased raw materials, packaging and the remaining finished products in stock. We are not bound to pay any compensation if the agreement is terminated.

We will notify the Customer of any occurrence or potential occurrence of force majeure as soon as possible.

#### **8. Delivery, acceptance, transport and packaging**

1. Goods are delivered, or deemed to be delivered, in accordance with the agreed delivery method specified on the order confirmation. The parties undertake to make use of the internationally recognised Incoterms 2020 during delivery. For DAP deliveries, the risk for the goods passes to the Customer on delivery to the agreed place, unloaded from the means of transport. This applies likewise in the event that we provide services by assisting in the unloading, carrying or installation of the delivered goods in the company buildings or at the place or site of destination.
2. If we make packaging available to the Customer in connection with the delivery of any of our products, we may charge a fee for this. We indicate in the order confirmation whether we wish to make use of our right to take back packaging. The Customer is then obliged to make the same quantity of packaging available to us in the same condition. The packaging is at the Customer's risk from the date of delivery up to and including the date on which we collect it again.
3. The time and date for our collection of the packaging will be determined by agreement.
4. We may charge costs for any differences in and/or damage to the packaging material.

#### **9. Termination of the agreement**

1. If the Customer fails to comply, fails to comply on time, or fails to duly comply with an obligation under an agreement with us, as well as in case of impending or actual bankruptcy, a moratorium on the payment of debts or an order placing the Customer in guardianship, or the discontinuation, liquidation, dissolution or alteration of the Customer's company or business, or in case of a court composition or liquidation of the Customer's assets, or if an application for credit insurance is not, or is not adequately, accepted by the company concerned, we are entitled, after having given the Customer a written notice of default, and even after partial execution of an order, without being liable to pay any compensation to the Customer, to unilaterally terminate all or part of the agreement, the ensuing obligations and all other existing agreements between the parties without judicial intervention and to repossess the delivered goods, or to require security for the performance of all or part of the remaining obligations, whereupon any claim that we have against the Customer, for whatever reason, will become immediately due and payable in full.
2. If the due performance of our obligations under an agreement with the Customer is fully or partially impossible, whether temporarily or permanently, as a result of one or more circumstances for which we are not accountable, including the circumstances listed in Article 7, we will be entitled to suspend the performance of the agreement or to terminate the agreement.

## 10. Payment

1. The Customer must pay our invoice within 30 days of the invoice date. Payments must be made, at our discretion, either at our offices or into our designated giro or bank account. The above applies unless the parties agree otherwise.
2. We reserve the right to deliver only on receipt of advance payment, or to require advance payment before starting with production.  
If we have obvious misgivings about Customer's creditworthiness at any time, we will be entitled, before rendering any further performance, to require the Customer either to pay all or part of the purchase price in advance or to provide proper security for the amounts, whether or not due and payable, that we can or will be able to claim under any agreement with the Customer, at our discretion.
3. All amounts charged to the Customer must be paid without any discounts or deductions, except for any payment discount percentage specified on the invoice, but then only insofar as the Customer does not owe any other amount to us.
4. In respect of the amounts owing to us by the Customer, the Customer may not rely on any suspension of payments and/or setoff against any claim that the Customer alleges to have against us. The Customer is likewise not entitled to rely on any right of retention in relation to any goods under the Customer's control that have to be handed to us.
5. The Customer is in default solely by the expiry of the payment period. In that case, all of our claims against the Customer, for whatever reason, will become immediately due and payable.
6. Customer must pay statutory commercial interest plus a surcharge of 2% on all amounts that are not paid by the last day of the payment period.
7. If the Customer is in default towards us, the Customer is obliged to reimburse the extrajudicial and judicial collection costs in full. The extrajudicial costs to be reimbursed by the Customer amount to at least 15% of the unpaid amount, subject to a minimum of €350, plus the turnover tax due on the amount and statutory commercial interest from the default date.  
The provisions of the previous sentences do not affect our right to claim compensation for actually incurred damage, specifically including consequential damage, if higher.
8. If there is a change in the Customer's situation, if the Customer dies, has no capacity to act, if the Customer's company is dissolved or altered, if there is a court composition or the Customer's assets are liquidated, or if the Customer suspends payments or fails to pay, we reserve the right, even after the partial execution of an order, to demand security or to cancel the rest of the order.

## 11. Retention of title

1. Delivered goods remain our property until the relevant invoice and any other fully or partially outstanding invoices have been paid in full with interest and any collection costs.
2. The Customer undertakes, immediately at our request, to establish in our favour a first-ranking pledge over third-party receivables that arise from any sale or resale of the goods we have delivered.
3. If and for as long as we are still the owner of the goods, the Customer must immediately notify us of any impending or actual attachment of the goods or if any other claim is made to all or part of the goods; in this case, the Customer is obliged to separate and visibly mark all goods belonging to us as our property. The Customer must moreover, immediately at our request, notify us where our goods are located. In case of attachment, a provisional or final moratorium on the payment of debts or bankruptcy, the Customer must immediately notify the attaching bailiff, administrator or receiver/liquidator of our rights of ownership.
4. Until ownership of the delivered goods has been acquired, the Customer may not pledge the goods to third parties, grant third parties any other right to the goods, or use the goods other than for normal processing or treatment within their business activities.
5. Immediately at our request, the Customer must give us a full and unrestricted opportunity to repossess delivered goods whose ownership has not passed to the Customer and irrevocable authorisation to enter, or have a third party enter, the areas used at or on behalf of the Customer for this purpose.
6. At the seller's first request, the buyer undertakes to cooperate in assigning the buyer's claims against third parties to the seller, or in establishing non-possessory or silent pledges in the manner desired by the seller, as additional security for the seller's claims against the buyer.
7. Until such time as full payment as referred to in clause 1 of this article has been made, the Customer must exercise due diligence on our behalf with respect to the delivered goods. Article 3:124 of the Dutch Civil Code applies *mutatis mutandis*.

## 12. Complaints and Advertising

1. If the goods that we deliver noticeably do not comply with the agreement, the Customer is obliged to object immediately on delivery and to make a note, or have a third party make a note, of the established defects on the transport document to be signed on receipt of the goods. Complaints concerning defects that were not noticeable at the time of delivery must be made immediately after the Customer has noticed, or reasonably should have noticed, them, although no later than eight days after receipt of the goods, failing which a complaint will no longer be accepted and the Customer will no longer have any claims. The Customer is not entitled to reject goods for slight differences in measurements, weight and/or colour or in the surface structure. Any different terms and conditions of our supplier(s) concerning the properties and quality of the delivered goods also apply to the Customer.
2. The Customer is obliged to handle and process the delivered goods at all times in accordance with our instructions for use and installation, failing which no claims can be enforced against us. The Customer's right to allege that the delivered products do not conform to the agreement ceases to apply in any case after those products are used and/or positioned and/or installed.
3. In case of a hidden defect or a valid complaint or objection, our liability is limited at all times to the replacement of defective goods or crediting the price, at our discretion.
4. In case of a complaint, the Customer may never claim a more far-reaching form of compensation, warranty or damages than that or those provided or paid out to us by our supplier and/or insurer.
5. In case of a valid complaint, the Customer indemnifies us against any third-party claims as a result of that complaint.
6. Returns are permitted only if we have granted express, prior and written consent for that purpose.
7. The Customer shall cooperate to the extent deemed necessary by us as part of the investigation of the complaint, among other things by providing relevant sample material and by giving us, where deemed relevant by us, the opportunity to investigate the circumstances at the site where the products/materials concerned are being processed.

## 13. Liability

1. Our contractual and statutory liability, where applicable, is limited at all times to the invoice value under the agreement in respect of which that liability has arisen, or – in the event of an insured risk – to the amount covered and actually paid by the insurance. Our liability towards third parties for damage arising from the performance of an agreement governed by these or specifically amended terms and conditions will never exceed our liability towards the Customer. The Customer indemnifies us against any further liability and, where possible, will stipulate such an exoneration in our favour in agreements with third parties.
2. We will never be liable for any consequential losses that the customer or a third party suffers because of goods we deliver, or the use of such goods, including but not limited to trading losses, loss of orders, loss of profits, environmental damage and intangible damage.
3. We are likewise not liable for advice given concerning the nature, composition and use of the ordered goods. If products and/or parts that we have purchased from third parties are delivered, a warranty will be provided only insofar as we have received a warranty from our supplier. In that case, the warranty given to the Customer will be identical to the one we have received from our supplier. We are not obliged to deal with a warranty request if the Customer has not complied with their payment obligations. If the Customer has a valid warranty claim, the extent to which and the manner in which repairs and/or replacement takes place will be at our discretion.
4. Unless we have acted intentionally or been grossly negligent, we are not liable for the unlawful acts of those involved in the performance of the agreement, whether employees or not. We can never be held liable for damage caused by the intentional or grossly negligent acts of people who are not subordinates.
5. The Customer is obliged to indemnify us against any third-party claims arising from the unlawful acts of subordinates, employees or third parties involved in any way in the performance of the agreement.

Any conditions limiting or excluding liability which may be invoked against us in connection with goods or services supplied to us by our suppliers, contractors or subcontractors shall also be invoked by us against the Customer/client and/or their business partners.

Our employees or third parties engaged by us for the purpose of contractual performance will be entitled to invoke all legal remedies associated with the agreement against the Customer/client and/or their business parties as if they were party to the agreement themselves.

#### **14. Choice of law, forum and miscellaneous provisions**

1. Dutch law applies to all disputes between us and the Customer. The provisions of the Vienna Sales Convention (C.I.S.G.) are expressly excluded.

A dispute will be deemed to exist between us and the Customer if either of the two parties notifies this in writing, including a brief statement of what that party regards as the subject of the dispute. Once a dispute has been notified as such, the parties are obliged to make every effort to settle it through negotiation within one month. During that period, the parties must convene at least one meeting which must be attended by persons authorised to make binding decisions, make arrangements and do whatever is necessary to bring the dispute to an end.

2. Any dispute remaining between the parties after this period with regard to any offer or agreement and all related actions and/or agreements resulting from it will be settled exclusively by the competent court in 's-Hertogenbosch, unless we, as the claimant or applicant, choose the competent court of the Customer's place of business or permanent or temporary residential address.

In the event of legal proceedings in this regard, if the Customer is wholly or partially unsuccessful, they will owe us, in addition to the costs determined by the court, the actually incurred procedural costs and the costs of legal assistance, insofar as these actually incurred costs exceed the costs determined by the court.

3. The international rules for the interpretation of commercial terms (Incoterms 2020), as last published by the International Chamber of Commerce (ICC) in Paris, are declared applicable to the interpretation of customary trade discounts.
4. Insofar as one of the provisions of these general terms and conditions is declared contrary to any statutory rule of mandatory law, now or in the future, these general terms and conditions will remain otherwise applicable, insofar as we have not declared them inapplicable to that case.
5. The headings of the articles in these general terms and conditions do not have any independent meaning and the parties will not be able to derive any rights from these headings.

These general terms and conditions of sale and delivery have been filed with number 27149501 and at the registry of the Cambre of Commerce.

A copy of these general terms and conditions of sale and delivery will be sent to you, free of charge, immediately on request. Our general terms and conditions of sale and delivery are also published on our website [www.cultilene.com](http://www.cultilene.com).