

GENERAL TERMS

AGS HOLLAND DISTRIBUTION B.V.

Filed with the Chamber of Commerce in Rotterdam on ***

ARTICLE 1. GENERAL CONDITIONS

- 1.1 The conditions as stated below in writing apply as the general conditions of AGS Holland Distribution B.V. (hereinafter called: "General Conditions"). These apply to all of the offers on the part of, commissions to, deliveries made by and agreements with AGS Holland Distribution B.V., with its registered office in Hellevoetsluis (hereinafter called: "AGS") concerning - but not limited to - the purchasing, sale/delivery of goods and/or the performance of work activities, the provision/procurement of services, (this must be understood to include, among others: distribution, custody and mandate) insofar as AGS and its other party (hereinafter collectively called: "Parties") have not explicitly deviated from these General Conditions in writing.
- 1.2 The applicability of any other conditions that may be observed by the other party of AGS (hereinafter called: "the other party") or that may be referred to by the other party in any way can only be invoked against AGS if and insofar as these have been explicitly accepted by AGS in writing.
- 1.3 AGS has the right to alter the General Conditions, alterations that will then apply to existing agreements. AGS will, within reason, consider the interests of the other party in this respect. Any changes will come into effect one (1) month following a notification to that effect.

ARTICLE 2. OFFERS AND THE CONCLUSION OF AGREEMENTS

- 2.1 All of the estimates, quotations and offers on the part of AGS are free of obligation, unless the opposite explicitly follows from these.
- 2.2 In the event of compound offers by AGS, there will be no obligation to deliver part of the total service against the price indicated for this part of the offer or against a proportionate share of the price quoted for the total offer.

- 2.3 An agreement between AGS and the Other party will not be realised until after written order confirmation has been received from AGS, or until after AGS has started carrying out the assignment, or until after AGS has in some way indicated to the Other party that it is going to carry out the assignment.
- 2.4 Any supplements to or changes to an agreement that has been entered into between AGS and the other party will not become effective until this (these) supplement(s) or change(s) has (have) been confirmed by AGS in writing.
- 2.5 AGS is to observe to the best of its ability all of the (delivery) times as specified in the confirmation of the commission, yet the Other party has no right to dissolve the agreement or to claim damages if a term is not kept.
- 2.6 In the event that AGS is not able to carry out an assignment either immediately or within the term as specified, then AGS will inform the Other party as soon as possible, stating the term within which AGS expects to be able to realise the assignment.
- 2.7 All of the specifications regarding numbers, sizes, weights and/or other details concerning the products and/or services will be formulated carefully, yet AGS cannot guarantee that there will be no deviations in that respect. The catalogues, drawings, photographs, Internet images or other images and/or descriptions as provided by AGS or by the suppliers of AGS are for the purpose of general information only and do not compel AGS to make deliveries in accordance with the sizes, weights or technical details as specified in that material.

ARTICLE 3. PRICES / FEE

- 3.1 All of the prices of the products are ex warehouse and therefore exclusive of the costs of transport, insurance, any duties or taxes that are to be levied by the government and the costs in connection with items that are made available by the Other party within the scope of the realisation of the assignment.
- 3.2 AGS is entitled following the establishment of the agreement to increase the prices as agreed upon in the event of, among other things, but not limited to any interim increases and/or surcharges on cargo, customs tariffs, prices of goods and/or raw materials, taxes, wages or social security, interim increases as observed by its suppliers and changes in the monetary relations that may have a price-increasing effect.

- 3.3 In the event that the original purchase price is increased by more than 10% of the original purchase price as a result of the second section of this article, then the Other party has the right to dissolve the agreement.
The dissolution will in that case have to be realised in writing and within five (5) days after AGS has informed the Other party of the price increase. The Other party will in that case have no right to any damages on any account.
- 3.4 Insofar as AGS has published any sales prices, these are to be observed as recommended retail prices.
- 3.5 AGS cannot provide a binding price estimate with respect to repair work; any prices that may be stated are to be considered as basic prices only.
- 3.6 In the event that an assignment does not exceed a total amount of € 227.00 (excluding VAT) and delivery takes place by way of various forms of transport, the Other party will be charged an amount of € 6.13 in administrative and order processing costs.
- 3.7 In the event that an assignment involves the delivery of car glass and this assignment does not exceed the total amount of € 227.00 (excluding VAT), or if the assignment involves less than six (6) windows, the Other party will be charged an amount of € 34.00 in packaging costs.
- 3.8 AGS will not accept any assignments, the total amount of which do not exceed € 50.00 (excluding VAT).
- 3.9 With regard to the service, the Parties will agree to a fixed fee or rate. AGS reserves the right to amend the fees and rates from time to time.
- 3.10 The fee, the rates and any cost estimates will be excluding VAT.

ARTICLE 4. PAYMENT

- 4.1 Payments on the part of the Other party are to take place within thirty (30) days after the date of the invoice, unless otherwise agreed upon in writing.
- 4.2 All payments are to be made without any discount or deduction. Only in the event that the Other party settles an invoice within fourteen (14) days after the date of the invoice will the Other party be allowed to request AGS to deduct a discount with respect to the net amount of the invoice.

AGS will process this request and inform the Other party of its decision. AGS is under no obligation to comply with the request or give a discount. The Parties can agree to a payment discount scheme in mutual consultation.

- 4.3 Any payments on the part of the Other party will first serve to settle all of the costs and interest owed and then any invoices due that have been outstanding for the longest period, even if the Other party states that the payment concerns an invoice of a later date.
- 4.4 If the Other party fails to make a payment within the term as specified in section 4.1, then the Other party will be legally in default and all of the claims that AGS has towards the Other party will immediately fall due and the Other party will then owe the statutory interest rate on the amount due – the latter without any prior written notice of default or demand for payment. In addition, any reasonable costs incurred for the purpose of coming to a settlement out of court are at the expense and risk of the Other party. These costs will amount to 15% of the amount due with a minimum of € 250.00, unless the expenses that were actually incurred by AGS are higher.

The Other party will owe the actual costs in the latter case. The Other party is also bound in the event of a judicial collection to pay in full all of the reasonably incurred legal expenses, including those pertaining to legal assistance, insofar as the actual costs exceed the amount of (any) court order to pay the costs of the proceedings.

- 4.5 In the event that the Other party is in default with respect to a payment that is to be made to AGS, then AGS is entitled to postpone the further fulfilment of any and all of the current agreements between AGS and the Other party until the payment has been made, whereas AGS may demand cash payments in advance with respect to any future assignments or deliveries.
- 4.6 Payments on the part of the Other party are solely to be made in the currency in which the prices as agreed upon are expressed.

ARTICLE 5. DELIVERY AND RISK

- 5.1 Deliveries are to be made by AGS ex warehouse, unless explicitly otherwise agreed upon in writing. A delivery is also understood to mean – in those cases in which the Other Party does not enable AGS to actually make the delivery – any delivery that is completely ready for dispatch at the warehouse of AGS.

- 5.2 AGS explicitly reserves the right to deliver orders on the part of the Other party cash on delivery or against cash payment. In the event of refusal of cash on delivery parcels sent by AGS, the Other party is obligated to compensate AGS for the resulting costs.
- 5.3 The Parties will agree on who takes responsibility for the transport in writing. In the event that AGS is responsible for the transport of the products ordered by the Other party, the Other party will, if necessary, provide instructions with regard to the sending and AGS will have the right to choose the mode of transport, the means of transport and the transporter. The transport of the products will at all times take place at the expense and risk of the Other party, even if the delivery note states that the transport takes place at the expense and/or risk of AGS.
- 5.4 War risk will always be at the expense of the Other party.
- 5.5 Unless it has been agreed otherwise, the usual packaging is free. Packaging material will only be taken back against the charged price in the event that this has been explicitly agreed upon and the packaging is returned to AGS in good order.
- 5.6 In the event of delivery on demand, unless otherwise agreed upon in writing, all of the ordered products must be demanded not later than six (6) months after the agreement with AGS has been realised, in default of which AGS has the right to deliver the products that are yet to be demanded all at once.
- 5.7 AGS explicitly reserves the right to deliver orders on the part of the Other party in parts. Deliveries of this kind will be considered to have taken place as a result of separate agreements. AGS is furthermore entitled to deliver 10% more or less than the amount ordered, in which case the price will be adjusted accordingly.
- 5.8 The Other party is obligated to enable AGS to deliver the ordered products on the delivery date as agreed upon. In the event of non-compliance with this obligation, AGS will store the products in its warehouse or elsewhere for the period of one (1) month at the most. The Other party will then owe AGS an amount of no more than 1% of the invoice amount, with a minimum of € 25.00, for storage costs for each day or part of a day.

Once the period of time as stated in the previous sentence has expired, AGS has the right to sell the products to a third party and to settle the proceeds of the sale with the Other party, following a deduction for damages suffered, which will amount to at least € 50.00.

- 5.9 The delivery times as specified by AGS only apply to deliveries from stock and apply roughly. The delivery time is based on the working circumstances that apply at the time that the agreement is entered upon and on the assumption that the suppliers will timely deliver the (parts of the) products to AGS. In the event of a delay as a result of changes in the working circumstances as referred to, because timely ordered (parts of the) products are not delivered on time or due to circumstances that are not for the account of AGS, including in any event the circumstances as described in section 16.3, then the delivery time will be extended in accordance with the duration of the delay. The fact that the delivery time as initially agreed upon is exceeded does not give the Other party the right to dissolve, either partially or completely, the agreement with AGS.

ARTICLE 6. CLAIMS

- 6.1 Upon receiving the delivered products, the Other party is to immediately check whether or not the products are in good condition and/or comply with the agreement.
- 6.2 Upon receipt of the products, the Other party is to immediately submit a claim concerning any immediately distinguishable facts that are incorrect or inaccuracies on the delivery note and the like. If no claim is submitted in writing and stating the invoice number and packer's number immediately upon receipt or following delivery, then these facts will be seen as correct.
- 6.3 Any claims concerning deficiencies that are not visible on the outside are to be submitted in writing and as soon as possible, yet not later than within eight (8) days following the delivery of the products concerned. Any claims against AGS pertaining to these deficiencies will become lapsed upon exceeding this 8-day term. Upon receiving the delivered goods, the Other party is to sign an acknowledgement of receipt and one's agreement.
- 6.4 Claims with respect to the delivery of car glass are to be both submitted by telephone and confirmed in writing by the Other party within twenty-four (24) hours.
- 6.5 A claim with respect to a certain delivery does not imply a postponement of the obligation on the part of the Other party to pay for the delivery concerned and other deliveries, nor does it grant the Other party any rights to a settlement.
- 6.6 In the event that a claim is found to be valid, then AGS will repair, replace or compensate for the (parts of the) products to which the claim applies free of charge, the choice of which is to be determined by AGS. Any products or parts of products that are replaced will become the property of AGS.

- 6.7 AGS is not liable for any further compensation (for damages) and any compensation for indirect damages, including consequential losses, loss of profit, missed savings, monetary compensation and losses due to an interruption of operations, on the basis of which AGS is not obliged to pay any indemnities in this respect.
- 6.8 The Other party is not entitled to submit a claim pertaining to products with respect to which AGS has no control over the claim (or have a third party exercise control). The Other party is not free to return the products until AGS has agreed to this in writing.

ARTICLE 7. RETURNING PRODUCTS AND RETURNABLE DEPOSIT

- 7.1 The products that AGS has delivered and that have been received by the Other party may only be returned to AGS with the prior written permission of AGS and in accordance with the conditions as stipulated by AGS.
- 7.2 Permission does not automatically constitute the right to crediting or replacement of the relevant goods. The consignment must be provided with sufficient information with regard to the original delivery and the grounds for returning them. AGS explicitly reserves the right to refuse to credit returned goods.
- 7.3 A credit entry or replacement will take place to the value of the invoiced amount at the time of delivery of the goods, unless it has been agreed otherwise. In connection with the processing costs, 10% or more of the value of a product may be deducted.
- 7.4 In the event of replacement or compensation of any part, the replaced part will become the property of AGS and – insofar as this has not already taken place – must be returned to one of AGS' warehouses.
- 7.5 AGS has the right to sell to a third party any products that have been returned for assessment or in connection with repairs and that have not been taken back by the Other party three (3) months after providing the assessment comments and/or price estimate, and/or for which AGS has not received an order for repairs from the Other party. The proceeds from the sale, following a deduction for related work activities that will amount to at least € 50.00, will then be settled with the Other party.
- 7.6 The costs of returning the products that have been delivered by AGS to the Other party will be at the expense of the buyer, with the exception of the sending back of products of which it has been established that they have a deficiency as referred to in article 8 of the General Conditions, in which case the costs concerned will be at the expense of AGS.

The costs involved in the (dis)assembly of the products that are delivered to the Other party will in all cases be at the expense of the Other party.

- 7.7 AGS supplies certain products that can be returned to AGS following their use by the Other party. In addition to the sales price, AGS charges deposit money to the Other party for these products, the amounts of which are owed by the Other party. The deposit money that has been paid by the Other party upon receiving the products concerned will be reimbursed by AGS at the time that the products are offered in return, taking into account that which is stated in section 5 of this article.
- 7.8 In the event that the Other party offers AGS a product in return for which a deposit has been paid and AGS is of the opinion that the product concerned is no longer in a good condition, then AGS has the right to refuse to accept the return of the product. If AGS exercises this right, then the Other party's right to the reimbursement of the returnable deposit will no longer apply and AGS will keep the deposit money that has been paid.

ARTICLE 8. GUARANTEE

- 8.1 Taking into account that which is stated in the following sections of this article, AGS guarantees the quality, composition, features and the absence of deficiencies with respect to the products that it supplies for a period of six (6) months, which is to commence on the date of delivery by AGS to the Other party.
- 8.2 In contravention to that stated in article 8, section 1, with respect to products or parts of products that have been obtained from third parties (suppliers of AGS), AGS will only grant the Other party a term of guarantee that does not exceed the guarantee as granted to AGS by the supplier in question.
- 8.3 AGS will not in any case guarantee the absence of deficiencies that are the result of the compliance with any mandatory government regulations regarding the nature or the quality of the raw materials and/or other materials that have been applied in the delivered products. Nor does AGS guarantee, unless otherwise agreed upon in writing, that the products are suitable for the purpose for which the Other party has intended the products, irrespective of whether or not the Other party has informed AGS of the purpose in question.
- 8.4 The guarantee does not apply to the delivery of used products.

- 8.5 The guarantee will become lapsed in the event that the Other party carries out repairs or makes changes to the delivered products, or calls in a third party to that effect, without the prior written permission on the part of AGS. The guarantee will also become lapsed in the event that the Other party, after discovering the deficiency, does not inform AGS of this as soon as possible and give AGS the opportunity to remedy the deficiency.
- 8.6 The guarantee does not apply in the event that the deficiencies concerned are the result of:
- improper handling;
 - improper application;
 - refraining from proper maintenance;
 - the use of the delivered products for purposes other than those included in the normal use of the products.
- 8.7 In contravention to that stated in this article, a guarantee of 6 months specifically applies to window repairs. In the event of such a repair, permanent visibility of the damage, and the fact that the window may tear after all must in some cases be taken into account, which is at the risk of the Other party.

ARTICLE 9. RETENTION OF TITLE

- 9.1 AGS reserves the rights of ownership with respect to the products that are supplied to the Other party. This retention of title will become lapsed in the following cases:
- In the event that AGS' claims against the Other party with regard to payment of those products have been satisfied;
 - In the event that the Other party pledges those products within the framework of its ordinary business activities, encumbers them in some other way or transfers them to one or more third parties in whole or in part.
- 9.2 In addition to the conditions in the preceding paragraph, the Other party is furthermore obligated in this respect to immediately pledge to AGS, on first demand on the part of AGS, all of the claims that the Other party has or may come about towards its buyers in the matter of these products.

- 9.3 The Other party is obligated to store all of the products that have been supplied under retention of title with due care and in a fashion in which the ownership of AGS can be distinguished. The purchase price will immediately fall due in the event of the non-compliance with the provisions stated above, irrespective of any stipulation to the contrary.
- 9.4 AGS is hereby irrevocably authorised by the Other Party to take back (or have a third party take back) the products that have been delivered under retention of title, this without any judicial intervention, summons or notice of default. The Other party is to lend its co-operation to that effect, under penalty of a fine payable on demand in the amount of € 1,000.00 for each day that the Other party is in default. The agreement will not be dissolved upon taking back the products, unless AGS informs the Other party that such is the case.
- 9.5 In the event that the Other party creates a new object using the delivered products, then AGS will be considered to have created this new object, which the Other party will keep for AGS until it has complied with all of the payment obligations as referred to in this article.
- 9.6 The Other party hereby binds itself towards AGS to insure the products against the risk of loss or damages, in any shape, and to keep the products insured up to and including the time of payment.
- 9.7 The Other party is obligated to immediately inform AGS in the event that:
- a. The Other party has the intention to file for a moratorium of payments or bankruptcy.
 - b. the Other party has been granted a moratorium on payments or has been declared bankrupt.
 - c. the Other party has been informed that one or more of its creditors has the intention to file for its bankruptcy.

ARTICLE 10. PERFORMANCE OF THE SERVICES

- 10.1 AGS will strive to perform the services to the best of its ability.
- 10.2 All services by AGS will be performed on the basis of an obligation to perform to the best of one's ability, unless and insofar as AGS has explicitly committed itself to a result in the written agreement and the relevant result has also been described with sufficient determinability.

- 10.3 Any agreements with regard to the service level will always be agreed on explicitly.
- 10.4 In the event that a term has been agreed on for the performance of certain activities, this will never be regarded as a strict deadline.
- 10.5 In the event that it has been agreed that the services will be performed in phases, AGS has the right to postpone the commencement of the services belonging to a next phase until the Other party has approved the results of the preceding phase in writing.
- 10.6 Only in the event that this has been explicitly agreed upon in writing will AGS be obliged to follow timely and responsible instructions from the Other party in the performance of the services.
- 10.7 In the event that and insofar as proper performance of the services requires this, AGS has the right to have services performed by third parties.

ARTICLE 11. CHANGES AND ADDITIONAL WORK

- 11.1 In the following cases, all changes to the agreed upon services must be regarded as additional work if they result in additional costs, and as less work if they result in less costs:
- as a result of a special instruction by the Other party;
 - as a result of a change in the design;
 - due to the fact that the information provided does not comply with the actual performance of the services;
 - due to the fact that estimated amounts are deviated from.
- 11.2 The Other party accepts that changes as referred to in the preceding paragraph may influence the agreed upon or expected time of completion of the services, and the mutual responsibilities of the Other Party and AGS.
- 11.3 Additional work shall be charged on the basis of factors determining prices that apply at the time the additional work is performed. Less work will be settled on the basis of factors determining prices that apply to the agreement.

ARTICLE 12. DETAILS OF THE OTHER PARTY

- 12.1 The Other party is obliged to provide AGS, on time and in the desired manner, with all the details and documents that AGS deems necessary in order to be able to perform the services properly.
- 12.2 AGS has the right to suspend performance of the services until the Other party has complied with the obligation in the preceding paragraph.
- 12.3 The Other party will provide AGS with all the facilities, information and support that AGS may reasonably expect for the benefit of the performance of the services, free of charge.

ARTICLE 13. DURATION OF THE SERVICES

- 13.1 The service agreement between AGS and the Other party is entered into for an indefinite period of time, unless the nature of the agreement provides otherwise or the Parties have explicitly agreed otherwise in writing.
- 13.2 AGS can terminate the agreement prematurely in the event that it is of the opinion that the activities can no longer be performed in accordance with the agreement and any changes thereto, or for compelling reasons within the meaning of Section 7:408, subsection 2 of the Dutch Civil Code. The Other party will be informed of this in writing and with substantiation.
- 13.3 If the Other party decides to terminate the agreement prematurely, the Other party will be obliged to pay AGS compensation to the amount that AGS has charged to the Other party with respect to the relevant services in the 6 months immediately preceding the termination (or would charge in the event that the agreement has not lasted 6 months yet).

ARTICLE 14. ANY FAULTY SERVICES

In the event that the Other party is of the opinion that AGS has not performed/executed the services correctly, the Other party should inform AGS of this in writing within 8 days of discovering this, though no later than within 15 days of completion of the relevant service. This notice should contain a description of the alleged faultiness of the service as detailed as possible.

ARTICLE 15. LIABILITY

15.1 Without prejudice to that which is stated in the rest of this article, AGS is not liable towards the Other party for any harm to individuals or for damages to any products or services other than those supplied by AGS:

- insofar as the harm/damages is/are the result of the improper use of the products that AGS has supplied or the result of an act that is inconsistent with the instructions for use as provided by AGS;
- that is/are the result of or connected with the implementation of an agreement between AGS and the Other party, if the Other party has insurance to cover the damages concerned and/or could have taken out insurance to that effect.

15.2 AGS has no liability towards the Other party for any damages that are the result of exceeding the delivery period as agreed upon between the Parties.

15.3 In the event that AGS is liable for damages that the Other party is suffering and AGS is bound on the grounds of the General Conditions to compensate the Other party for the damages concerned, then the liability on the part of AGS for the damages concerned will in any case be limited to € 10,000.

15.4 AGS is not in any case liable for damages as a result of one's death or bodily injury.

15.5 AGS is not in any case liable for indirect damages, including among other things consequential loss, loss of profit, missed savings and damages due to an interruption of operations.

15.6 A claim for damages is to be submitted to AGS not later than six (6) months after the Other party has discovered the damages, in default of which the right to damages will become lapsed.

ARTICLE 16. NON-ATTRIBUTABLE FAILURE TO PERFORM

16.1 AGS will not accept any liability in the event that it is not able to meet its obligations due to a non-attributable failure to perform.

- 16.2 A non-attributable failure to perform as referred to in the General Conditions is understood to mean any circumstance as a result of which the compliance with the agreement on the part of AGS can no longer, with reason, be demanded by the Other party, including in any case circumstances of war, the threat of war, civil war, civil commotion, flooding, walkout, lockout, shortage of employees, transport difficulties, fire, government measures, import/export bans and operational malfunctions.
- 16.3 Additional circumstances that will not in any case be at the expense of AGS include:
- a. Actions, barring intent or deliberate recklessness on the part of persons, of those who are deployed upon implementing the agreement with the Other party.
 - b. The unsuitability of products that are used by AGS during the implementation of the agreement with the Other party.
 - c. Circumstances in which a third party exercises one or more rights towards the Other party in the matter of a failure to perform of the Other party and the compliance with an agreement between said third party and the Other party that involves the products that have been supplied by AGS.
 - d. Provisions by the government that have been or will be issued and that hinder or limit the use of the products that have been or are yet to be supplied.
 - e. Non-compliance with the obligations on the part of the suppliers of AGS and/or malfunctions in the production.
- 16.4 AGS, in the event of a non-attributable failure to perform, may at its own discretion opt to extend the term of delivery in accordance with the duration of the interference or opt to dissolve the agreement insofar as it is influenced by the interference. AGS is obligated to state its preference regarding these options within fifteen (15) days if the Other party summons AGS to do so in writing.

ARTICLE 17. ATTRIBUTABLE FAILURE TO PERFORM ON THE PART OF THE OTHER PARTY

- 17.1 In the event that the Other party fails in any way in the performance of an obligation towards AGS, then AGS – without prejudice to any of its other rights and without any obligation to compensate for damages – is authorised to dissolve the agreement(s) either partially or completely with immediate effect, or to postpone the (further) implementation of the agreement(s), while retaining any right to compensation for damages and reimbursement of costs.

