

Article 1. Applicability

- 1.1. These General Sales and Delivery Conditions (hereafter referred to as the Conditions) apply to all offers, quotations, orders and agreements for the delivery of good and services by PELI Glass Products bv as well as its other business organizations (hereafter referred to as "PELI Glass").
- 1.2. The "Customer" is the buyer or order-giver, his employees, and/or agents.
- 1.3. The applicability of any purchase conditions or other conditions of the Customer are explicitly rejected.
- 1.4. In the case that PELI Glass is not in strict compliance with these Conditions, that does not mean that the provisions do not apply, or that PELI Glass would lose its right in other cases to demand strict compliance with the Conditions.
- 1.5. When these Conditions refer to the supply of goods and services, this means the provision of goods and services of any kind.
- 1.6. Any deviation from these conditions must be agreed to in writing and does not take the place of the requirements of these Conditions, but supplements these Conditions. The supplemented conditions are valid only for that specific agreement.
- 1.7. These conditions stated here also apply to agreements where PELI Glass brings in third parties to complete the assignment.
- 1.8. If one or more of the provisions in these Conditions must be fully or partially voided, then the remaining conditions apply in full. PELI Glass and the Customer will then discuss with intent to agree upon new provisions to replace the invalid or unenforceable provisions, taking into account the purpose and intent of the original provisions.

Article 2. Offers and prices

- 2.1. All offers and quotations of PELI Glass are given without obligation on the part of the customer. All offers and quotations are valid for 30 days, unless otherwise agreed in writing.
- 2.2. An offer becomes invalid if the item(s) in the offer are no longer available. Offers and quotations exclude sales taxes and other taxes or government charges, and also travel, lodging, sending, administration costs, costs of assembling and installation, packaging costs, transport and insurance, and any other government levies, unless otherwise indicated in writing.
- 2.3. If the acceptance (whether or not for the minor points) deviates from what was stated in the offer, then PELI Glass is not bound to accept the order. The agreement is not then in accordance with the deviations of the acceptance, unless PELI Glass states otherwise.
- 2.4. A multi-part quotation does not obligate PELI Glass to supply a part of the order for the corresponding portion of the price. Offers or quotations do not necessarily apply for future orders.
- 2.5. PELI Glass reserves the right to refuse orders without giving a reason. Such a refusal is never a right to receive compensation.
- 2.6. Any agreement with PELI Glass includes the condition to suspend or cancel the agreement – at the option of PELI Glass – if PELI Glass has reason to believe that the creditworthiness of the Customer is doubtful, then based solely upon the judgement of PELI Glass, the order may be refused; therefore PELI Glass has the right to refuse an order of a Customer.
- 2.7. All offers and prices are based on data provided by the Customer. If the data is shown to be inaccurate or incomplete, the Customer can derive no rights against PELI Glass in regard to an (accepted) offer or quotation.
- 2.8. PELI Glass shall not be held to its offers or quotations in the case that the Customer can readily understand that the offers or quotations, or any part thereof, contain an obvious error.
- 2.9. All statements by PELI Glass regarding numbers, sizes, weights and/or other indications are carefully done. PELI Glass can not guarantee the absence of errors. Mistakes, such as calculations, writing, printing errors in prices, offers, prospects, publications, folders, order confirmations, invoices and other documents prepared by PELI Glass shall not bind PELI Glass.
- 2.10. Models (trial) or designs that are shown or provided are merely non-binding indications of the items under discussion. Only if the Customer shows that the delivered items are so different from the trial models or designs that the Customer is no longer required to purchase it has the Customer the right to terminate the agreement.
- 2.11. If PELI Glass and the Customer agree on a price, then PELI Glass will nevertheless be entitled to increase the price without the Customer being entitled to dissolve the contract, if the price increase is the result of a legal obligation or is caused by a price increase in raw materials, wages, etc. or based on other reasons that were not foreseeable at the time that the agreement was concluded.

Article 3. Agreement

- 3.1. An agreement begins the moment that PELI Glass confirms an order in writing or via email. PELI Glass is entitled to demand security in advance.
- 3.2. PELI Glass reserves the right at all times to modify specifications without prior notice or any other obligations.
- 3.3. PELI Glass may, after consultation with and permission of the Customer, involve third parties in the execution of the order, subject to due diligence. The work of the third parties will be charged to the Customer. PELI Glass is not liable to the Customer for any shortcomings of the third parties.
- 3.4. Any subsequent changes or additional assignments or changes in the agreement, including (oral) agreements and/or promises by PELI Glass personnel or on behalf of PELI Glass bind PELI Glass once these changes have been confirmed in writing.
- 3.5. The Customer may not transfer the allowed rights or obligations of signed agreements to third parties, including companies affiliated with the Customer, unless given explicit written permission from PELI Glass.
- 3.6. If two or more Customers are jointly contracted, then they are jointly and severally liable for the full performance of their agreement.
- 3.7. Communication between the Customer and PELI Glass may be done electronically, except as provided differently in agreements with the Customer, in these Conditions, or in the law. The version of communication saved by PELI Glass is valid, except in the case of contrary proof by the Customer. Communicatie tussen Wederpartij en PELI Glass kan elektronisch plaatsvinden, behoudens voor zover daarvan in overeenkomsten met Wederpartij, in deze Voorwaarden of in de wet wordt afgeweken. De door PELI Glass opgeslagen versie van de betreffende communicatie geldt als bewijs daarvan, behoudens tegenbewijs door Wederpartij.
- 3.8. Electronic communication sent by PELI Glass to the Customer will be considered to have been received on the day of sending, unless shown otherwise by the Customer. Where the communication was not received due to delivery or accessibility problems related to the e-mailbox of the Customer, then that is at the Customer's risk, even if the e-mailbox is housed at a third party.

Article 4. Delivery and delivery time

- 4.1. If before the delivery of goods or services a delivery time is agreed upon or given, then an attempt will be made to hold to this time. If the actual time is longer then PELI Glass shall inform the Customer via a written notice of default. PELI Glass will still be given a reasonable amount of time to deliver the goods or services.
- 4.2. If PELI Glass requires information from the Customer in order to execute the order, then the time to complete the order begins no earlier than when PELI Glass has received correct and full information.
- 4.3. Delivery is from PELI Glass premises or direct from PELI Glass supplier or Ex Works (EXW) subject to applicable Incoterms. Delivery may take place in phases.
- 4.4. At the time of the delivery, any risk associated with the order is transferred to the Customer.
- 4.5. Delivery times specified by PELI Glass start at the moment at which the agreement is established, and all details necessary for implementation of the order have been received by PELI Glass. Delays in executing the order do not constitute a reason for the Customer to cancel the agreement, unless PELI Glass has exceeded reasonable limits. Delivery times may be extended and/or issued orders may be suspended by the time during which the Customer has remained in default of paying any amount owed to PELI Glass, or which has become demandable.
- 4.6. The Customer is obliged to take the ordered goods at the time that they are made available. If the Customer refuses or fails to provide information for delivery then PELI Glass has the right to store the goods at the expense and risk of the Customer. PELI Glass may use the power in article 6:90 BW.

Article 5. Transport and packaging

- 5.1. If transport is to be arranged by PELI Glass, then PELI Glass will determine, as a good merchant, the way in which the goods are to be transported.
- 5.2. Unless otherwise agreed, the transport of the goods is at the cost of the Customer and at the risk of the Customer, including fault/negligence of the transporter.
- 5.3. Any specific wishes of the Customer regarding transport shall be followed only if the Customer agrees to pay any additional costs.
- 5.4. The Customer is required to provide an adequate and easily accessible receiving area for the goods and the shortest possible

waiting time. Transporting or moving the goods within the premises of the Customer is never included.

- 5.5. If the Customer requests a delivery method other than the usual delivery method, than PELI Glass may charge any related costs to the Customer.
- 5.6. Packaging for glass paints is done in a manner that is usual for glass paints, without any liability for PELI Glass. The Customer may not use the packaging for any other purpose.
- 5.7. PELI may charge the Customer for packaging that may be used multiple times and other durable materials at an agreed-upon usage fee. The fee will be listed separately on the invoice.
- 5.8. If PELI Glass is legally obliged at the time of delivery to take back packaging materials then the costs associated with this, as well as the cost of any necessary disposal, will be charged to the Customer.

Article 6. Modifying and cancelling agreement

- 6.1. If, during the execution of the agreement it appears that for a proper implementation it is necessary to amend or supplement the agreement, than the parties shall timely and jointly adjust the agreement.
- 6.2. If the nature, scope or content of the agreement is amended, whether or not on request of the Customer, the competent authorities, etc., and therefore the agreement is changed in qualitative and / or quantitative ways, then this can have consequences for the original agreement. Therefore, the original costs might have to be increased or decreased. PELI Glass will attempt, as far as possible, to give the costs beforehand.
- 6.3. By modifying the agreement the time necessary for completion of the agreement may change from what was originally agreed. The Customer accepts the possibility of changes to the agreement, including a change in price and time of execution.
- 6.4. If the agreement is modified, including any additions, PELI Glass is entitled to postpone implementation thereof until agreement has been issued by the duly competent person within PELI Glass, and the Customer has agreed with the price and other conditions laid down for implementation, including the moment, to be determined at that time, at which the agreement can be implemented.
- 6.5. Failure or delay on the part of PELI Glass to implement the modified agreement shall not be considered default by PELI Glass and shall not be grounds for the Customer to cancel the agreement.
- 6.6. PELI Glass may deny a request to modify the agreement, without thereby being in default, if such a request may result have qualitative and / or quantitative results in the delivered goods.
- 6.7. If, after an agreement with PELI Glass has been reached, the Customer wishes to cancel the agreement, then 10% of the agreed-upon order price including VAT shall be charged to the Customer as a cancellation fee unless otherwise agreed to in writing, without prejudice to a right for full damages including lost profits.
- 6.8. If the Customer, at the time of cancellation, refuses to take the items already purchased by PELI Glass such as materials and raw materials, whether or not processed, then the Customer must pay any consequential costs.
- 6.9. Cancellation must be done by certified letter.

Article 7. Intellectual property rights

- 7.1. PELI Glass reserves the rights and responsibilities entitled to it under Copyright law and other intellectual laws and regulations.
- 7.2. All PELI Glass designs and developed business materials, including but not limited to models, templates, samples, drawings, etc. are and remain the (intellectual) property of PELI Glass, unless otherwise agreed to in writing.
- 7.3. The provisions of this article also apply to matters and services which the Customer knows or can be expected to know fall under PELI Glass intellectual property, even if they are not identified as such.
- 7.4. PELI Glass declares that as far as it knows, the business does not infringe on the intellectual property rights of others under applicable Dutch law. PELI Glass can however not indemnify the Customer for any infringements of the intellectual property rights of third parties.
- 7.5. The Customer (or third parties authorised by the Customer) shall not infringe on the intellectual property rights of PELI Glass, or its suppliers, with respect to the goods for example by copying, modifying, or otherwise changing the goods.
- 7.6. PELI Glass has the right to use knowledge gained through the execution of an agreement for other purposes provided this does not involve sharing strictly confidential information of the Customer with third parties. Information is confidential if the Customer has indicated it as such or if it was reasonable to assume that such information was confidential in nature.

Article 8. Guarantees and claims

- 8.1. Goods and services to be delivered by PELI Glass meet the usual requirements and standards that can be reasonably expected for use in the Netherlands at the time of delivery.
- 8.2. The guarantee mentioned in this article is applicable for goods and services intended for the Netherlands. If the goods and services are intended for outside the Netherlands then the Customer must himself verify the suitability thereof. PELI Glass can, in that case, provide other guarantees and conditions for the delivered goods and services.
- 8.3. If the delivered goods are produced by a third party, then the guarantee is limited to the guarantee provided by the producer.
- 8.4. The guarantee in this article applies to PELI Glass self-produced goods and services and is valid for a period of 12 months, unless otherwise agreed to in writing. The guarantee period starts at the time of delivery.
- 8.5. All forms of guarantee shall expire if a defect has arisen as a consequence of or due to inexpert or incorrect use thereof, incorrect storage or maintenance thereof by the Customer and/or by third parties, if, without written permission from PELI Glass, the Customer or third parties have made alterations to the goods, or have attempted to make such alterations, if other items are attached to the good which should not be attached, or if the goods are processed or handled in any way other than that specified.
- 8.6. The Customer is not entitled to a guarantee if the defect is caused by or arises from circumstances upon which PELI Glass has no influence, including but not limited to weather conditions (for example, extreme rainfall or temperatures), etc.
- 8.7. The Customer is obliged to examine the delivered goods immediately upon acquisition. The Customer must check if the quality and/or quantity of the delivered goods complies with and satisfies the requirements of the agreement.
- 8.8. Any visible defects must be reported to PELI Glass in writing within 7 days after delivery. Any non-visible defects must be reported in writing to PELI Glass immediately upon discovery but in any case within 14 days after discovery. A report of defects should be as detailed as possible so that PELI Glass can adequately respond.
- 8.9. The Customer must give PELI Glass the opportunity to investigate a complaint.
- 8.10. If a defect is confirmed, and a claim is submitted to PELI Glass in good time, and within a reasonable period after the returned goods are received or, if return is not reasonably possible, within a reasonable time after written notice of the defect by the Customer, at the discretion of PELI Glass, PELI Glass shall replace the faulty goods or ensure repair thereof or pay to the Customer compensation for the amount paid. In the event of replacement, the Customer is required to return the replaced goods to PELI-Glass, and to transfer ownership thereof to PELI Glass, unless otherwise specified by PELI Glass.
- 8.11. For guarantee work, PELI Glass is entitled to reimbursement of travel, lodging, transport and testing.
- 8.12. Consumer articles are not covered by this guarantee.
- 8.13. If a complaint is unfounded, the costs incurred by PELI Glass thereby, including the investigation costs, shall be borne by the Customer.
- 8.14. After the guarantee period all costs for repair or replacement, including administrative, transport and driving costs will be charged to the Customer.
- 8.15. The submission of a claim never releases the Customer from his obligations to pay PELI Glass.
- 8.16. Returning of delivered goods may only be done after receiving prior express consent of PELI Glass.

Article 9. Price, invoicing and payment

- 9.1. The Customer is obliged to pay PELI Glass the agreed-upon price. The price and any cost estimates are exclusive VAT and additional expenses including but not limited to: transport, insurances, packaging, quality control costs, import duties, government and other public charges and any other fees, unless otherwise agreed to in writing. If no price is agreed upon, then at the time of delivery PELI Glass shall determine the price.
- 9.2. If PELI Glass finds it appropriate, PELI Glass may demand full advance payment from the Customer or a reasonable down payment. PELI Glass is entitled to suspend implementation of the agreement until the advance payment or downpayment has been made, or sufficient surety for that payment has been stood.
- 9.3. Payment may be made at the establishment of PELI Glass or on a PELI Glass designated account. Payment must be made within 14 days of the invoice date, in a manner designated by PELI Glass

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and in the currency of the invoice, unless otherwise agreed to in writing. Complaints concerning invoices must be made within ten days of the invoice date.

- 9.4. Invoicing may be done in phases.
- 9.5. If the Customer fails to pay in a timely way or fails to pay the full amount of the invoice, then the Customer is legally in default. The Customer is then obliged to pay interest at a rate of 1.5% per month or portion thereof, unless the statutory commercial interest is higher, in which case the statutory commercial interest applies. The interest on the due amount will be calculated from the time that the Customer is in default until the time that the full amount owed is paid.
- 9.6. If payment reminders are sent to the Customer, then the Customer will be charged €15.00 for each reminder / warning letter for administration costs.
- 9.7. The Customer is never entitled to offset costs owed to him by PELI Glass. Complaints over the invoice amount do not release the Customer from his obligation to pay. Any Customer who does not appeal to section 6.5.3 (articles 231 to 247 of Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice, for any other reason.
- 9.8. If the Customer is in default or fails in the (timely) handling of his obligations, then all reasonable costs occurred in obtaining settlement shall be charged to the Customer. The extra costs are calculated on the basis of what is usual in Dutch practice, currently according to Rapport Voorwerk II. If PELI Glass has higher collection costs that what were necessary, then the actual costs shall be reimbursed. Any judicial and execution costs will also be recovered from the Customer. The Customer is responsible for the collection costs and any applicable interest.
- 9.9. If the financial position of the Customer deteriorates after the conclusion of the agreement but before the delivery of the goods and services, then PELI Glass is entitled to refrain from completing the contract or to require a change in the payment terms of the payment conditions.

Article 10. Risk transfer

- 10.1. The risk of loss, damage, or decrease in value is transferred to the Customer at the moment that the goods and services are brought under the power of the Customer.

Article 11. Reservation of ownership and possessory lien

- 11.1. Everything delivered by PELI Glass under the agreement remains the property of PELI Glass until the Customer has properly fulfilled all their obligations according to the agreement.
- 11.2. Goods delivered by PELI Glass subject to the reservation of ownership may not be sold on, only in the framework of normal business practice, unless PELI Glass has demanded the counterparty in writing to immediately make the delivered goods available to PELI Glass. The goods may under no circumstances be used as a means of payment. The Customer is not authorised to pledge or to in any other way encumber goods subject to the reservation of ownership.
- 11.3. The Customer must take action that can reasonably be expected to protect the property of PELI Glass.
- 11.4. The Customer is required to insure the goods that are considered under reservation.
- 11.5. In the event that PELI Glass wishes to exercise its ownership rights as specified in this article, the Customer hereby in advance awards PELI Glass and to third parties to be appointed by PELI Glass unconditional and irrevocable permission to enter all those locations where the property of PELI Glass is located, and to retake possession of those goods.
- 11.6. If PELI Glass is unable to exercise its reservation of ownership because the delivered goods have been mixed, reformed or redrawn, the Customer is required to pledge the newly-formed goods to PELI Glass.
- 11.7. PELI Glass has on all matters concerning the Customer the right of retention so long as the Customer does not meet its obligations to PELI Glass. The risk of the business dealings remains with the Customer.

Article 12. Liability

- 12.1. If the Customer is in default of correctly complying with its obligations in respect of PELI Glass, then the Customer is liable for all damages (including costs) to PELI Glass, either directly or indirectly.
- 12.2. The Customer has been informed about the material safety data sheets, usage instructions and/or directions of health risks, and the Customer is obliged to abide by these. The material safety data

sheets are available through the PELI Glass website to be consulted and saved.

- 12.3. PELI Glass may, unless contrary written information from the Customer is received before the conclusion of the agreement, presume that the Customer and their personnel or the persons that the Customer directly or indirectly allows to work with the products or machines, in the widest interpretation thereof, have a sufficient command of language to understand the material safety data sheets, usage instructions and/or directions and handle the machines or products accordingly, as long as the information is in Dutch or English.
- 12.4. PELI Glass shall accept no liability whatsoever if the Customer and its personnel or the persons directly or indirectly permitted by the Customer to work with or remain with the products or machines, comply with the safety data sheets, users' instructions and/or regulations concerning health risks, with which the Customer is required to comply.
- 12.5. The results of applicability and use of PELI Glass studies and advice are dependent on many factors that are outside the control of PELI Glass. Although PELI Glass performs assignments based on its best knowledge and ability, according to the state of knowledge as known at the moment of implementation of the work, and implemented in accordance with the requirements of good professional practice, PELI Glass cannot give any guarantees regarding the results of any performed work, studies or advice given.
- 12.6. The Customer understands and accepts that injudicious or improper use of the purchased goods and services can give an unacceptable result.
- 12.7. If PELI Glass is liable, than that liability is limited to what is stated in this provision.
- 12.8. PELI Glass is not liable for damages of any nature caused by incorrect and / or incomplete data provided by the Customer.
- 12.9. If PELI Glass is liable for any damages, the liability of PELI Glass shall be limited to not more than the invoice value of the order, at least that portion of the order to which the liability relates.
- 12.10. The liability of PELI Glass is in any case limited to the amount that could be reimbursed by its insurer. PELI Glass is only liable for direct damages. Direct damages shall exclusively be taken to mean the reasonable costs in determining the cause and scale of the damage, in as much as that determination relates to damage as intended in these conditions, any reasonable costs accrued for ensuring compliance with the agreement of any shortcoming in performance by PELI Glass, in as much as these shortcomings can be attributed to PELI Glass, and reasonable costs accrued in preventing or limiting damage, in as much as the Customer demonstrates that these costs have led to a restriction of the direct damages as intended in these Conditions.
- 12.11. The liability of PELI Glass for death or personal injury damages is limited to the amount under the insurance contract concluded by PELI Glass.
- 12.12. PELI Glass is never liable for pure financial loss and indirect loss, including consequential losses, lost profits, missed savings and damage due to business stagnation.
- 12.13. The agreements of the Customer and PELI Glass regarding delivery conditions are indicative unless otherwise agreed to in writing. Violation thereof shall never be considered a shortcoming by PELI Glass to meet its obligations so the Customer does not have the right to damages or to cancel the agreement. Beyond a reasonable time the Customer must notify PELI Glass in writing. PELI Glass must be allowed a reasonable time to still implement the agreement.
- 12.14. The Customer is obliged to inform PELI Glass of damage in writing within 14 days. If such notification is not done, or is done late, then PELI Glass is not obliged to make good on the damages.
- 12.15. PELI Glass accepts no liability for any consequences of not having items in stock.
- 12.16. After 12 months from the day of delivery the Customer loses any right against PELI Glass regarding damages for any deficiencies and/or errors of PELI Glass in the implementation of the agreement.
- 12.17. Limitations of liability in this article shall not apply if there was damage caused by intent or gross negligence on the part of PELI Glass.

Article 13. Suspension, cancellation and temporary suspension

- 13.1. PELI Glass may suspend the fulfilment of the obligations, or cancel the agreement, if:
 - the Customer does not, or does not timely or fully, meet their obligations;

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- after closing the agreement PELI Glass comes to have good reason to believe that the Customer will not meet their obligations;
 - during the closing of the agreement, the customer has been asked to provide assurance that they will be able to meet their obligations and this assurance is not forthcoming or is unsatisfactory;
 - in the case that the Customer is delayed in meeting their obligations as set out in the original agreement and PELI Glass cannot any longer demand that the customer meet their obligations, then PELI Glass may cancel the agreement.
- 13.2. Furthermore PELI Glass may dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise of such a nature that the agreement cannot reasonably be fulfilled by PELI Glass.
- 13.3. If PELI Glass suspends or cancels the agreement, than PELI Glass is in no way liable for any damages or costs incurred in any way.
- 13.4. If the cancellation is caused by the Customer, then PELI Glass is entitled to compensation for damages, including direct and indirect costs.
- 13.5. If the agreement is cancelled, then the claims of PELI Glass on the Customer are immediately due. If PELI Glass suspends the obligations, then PELI Glass retains its rights under the law and agreement.
- 13.6. Without prejudice to any other rights accruing to PELI Glass, PELI Glass is entitled, without further notice, by means of a written notice, to fully or partially cancel the order or agreement without any obligation to pay damages or losses if:
- the Customer is in default regarding one or more obligations of the agreement;
 - the Customer has declared bankruptcy, has requested suspension of payment, the Natural Persons Debt Rescheduling Act has become applicable, its business has been closed down or wound up, a large proportion of its assets are/have been seized, or has transferred its business to third parties;
- 13.7. In the case of cancellation, the risk of already-delivered goods remains with the Customer.
- 13.8. If the Customer fully or partially cancels an order, then the previously ordered or prepared goods, plus any delivery costs for those goods and for labour hours reserved for implementation of the agreement shall be charged in full to the customer.

Article 14. Force majeure

- 14.1. PELI Glass is not obliged to fulfil any obligations towards the Customer if it is hampered by circumstances not due to negligence, and which neither according to law, a legal action or common business practice are for his account.
- 14.2. Force majeure is understood in these conditions, in addition to what is understood in the law and jurisprudence, to include all external causes, foreseen or not, where PELI Glass exerts no influence or where PELI Glass is unable to fulfil its obligations. Worker strikes at PELI Glass or at third parties are included.
- 14.3. PELI Glass also has the right to claim force majeure if the circumstance rendering (further) fulfilment of the contract impossible, commences even after PELI Glass should have fulfilled its obligation.
- 14.4. PELI Glass may, during the period of force majeure, suspend obligations under the agreement. If this period lasts longer than two months, then either party has the right to cancel the agreement without any obligation to pay compensation to the other party.
- 14.5. If PELI Glass, at the time of force majeure, has already partially fulfilled or will be able to fulfil its obligations, and these have an independent value, then PELI Glass has the right to invoice separately for that part. The Customer is obliged to pay this invoice as if there was a separate agreement.

Article 15. Indemnification

- 15.1. The Customer indemnifies PELI Glass for any liability claims by third parties in connection with the execution of the agreement.
- 15.2. If PELI Glass is appealed to on that basis by third parties, the Customer shall be required to support PELI Glass in law and extrajudicially, and to immediately undertake all actions which may be expected of the Customer in that situation.
- 15.3. If the Customer is in default of taking appropriate measures, then PELI Glass may, without notice, do the same. All costs and damages of PELI Glass and third parties will then come to be for the Customer.

Article 16. Applicable law, disputes, and location of the conditions

- 16.1. Dutch law is applicable for agreements between PELI Glass and the Customer.
- 16.2. The aforementioned provision is also applicable if an agreement is executed fully or in part outside the Netherlands, or if the legal seat of the other party is outside the Netherlands.
- 16.3. All disputes of any kind relating to and arising from agreements entered into by PELI Glass shall be judged in the Netherlands in the location where PELI Glass has its registered office unless PELI Glass and the Customer agree to send the dispute to arbitration. PELI Glass reserves the right to sue the Customer before the competent court where the other party has its registered office.
- 16.4. The Vienna Convention (CISG) is not applicable, nor are any other international regulations where exclusion is permitted. The parties may agree to another form of dispute resolution such as arbitration or mediation.
- 16.5. These conditions are deposited with the Chamber of Commerce Haaglanden (Kamer van Koophandel Haaglanden) and on request, PELI Glass will send them free of charge.
- 16.6. The latest version of the deposited conditions is applicable or the version applicable at the time of the creation of the legal relationship with PELI Glass.
- 16.7. The Dutch text of these Conditions is to be considered the valid version for all interpretations of the text.