

CURA GLASS

GENERAL TERMS AND CONDITIONS

October 2025

Adopted by Vakgroep GLAS of Koninklijk Bouwend Nederland.

Clause 1 Definition

I n these General Terms and Conditions, "user" means the person who uses these General Terms and Conditions in one or more agreements or refers or tends to refer to them or in offers or other documents.

"Other party" means any person who has entered into an agreement with the user or received an offer from the user, regardless of whether they are acting in the course of a profession or the running of a business or are a consumer.

A "consumer" means a natural person who is not acting in the course of a profession or the running of a business. All provisions of these General Terms and Conditions also apply to agreements between the user and a consumer, unless expressly stated otherwise.

Clause 2 General; offers and comfirmations

2.1. These General Terms and Conditions apply to all agreements in which the user acts as provider, vendor and/or supplier of goods or performs services for the treatment and/or processing and/or installation of glass and/or related goods.

2.2. All offers are non-binding unless they contain a deadline for acceptance. All samples and other data provided with the offer are provided by way of indication only. If a quotation contains a non-binding offer and it is accepted, the user has the right to revoke the offer within 5 working days of receiving the acceptance.

2.3. All orders taken by representatives of the user or by intermediaries do not bind the user until they have been confirmed by the user in writing in an assignment confirmation, order confirmation or otherwise. Written confirmation includes confirmation by email and/or fax.

2.4. If an agreement as referred to in paragraph 1 is subject to other terms and conditions in addition to these terms and conditions, the provision most favourable to the user will apply in case of conflict, which is at the discretion of the user. If the other party is a consumer, by law the interpretation most favourable to him will apply.

2.5. Deviations from these terms and conditions will only bind the parties if agreed in writing between the parties.

2.6. An offer to a consumer will be made in writing and dated and, notwithstanding paragraph 2, will be irrevocable for 30 days from receipt. The offer will include a description of the work to be performed and materials to be supplied in sufficient detail to allow a proper assessment of the offer by the consumer. The offer to the consumer provides insight into the price and whether there is a fixed contract price, a guide price or whether the work will be done on a cost-plus basis.

Clause 3 Prices

3.1. The user is authorised to pass on to the other party any taxes, import duties, levies or other charges introduced or increased by the government after the offer or the establishment of the agreement.

3.2. If, after the offer or the establishment of the agreement, one or more of the cost-determining factors on which the user's prices are based change due to any circumstance whatsoever, the user is entitled to increase the offered or agreed price or prices accordingly, without this entitling the other party to terminate the agreement for breach.

3.3. Only if the price offered to the consumer is increased within three months of the offer is the consumer entitled to terminate the agreement.

3.4. All prices are always exclusive of VAT, unless otherwise agreed in writing. Prices offered to consumers always include VAT.

Clause 4 Delivery; delivery time and transport

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4.1. The agreed delivery times are indicative and not deadlines.
4.2. Unless otherwise agreed in writing, deliveries take place to the user or, if deliveries are made directly from the manufacturer to the other party, deliveries take place ex works. Transport of the glass is always at the expense and risk of the other party, unless otherwise agreed in writing. The user is entitled to charge a minimum amount of €150 excluding VAT to the other party for transport. The user is always free to choose the means of transport. This amount can be adjusted annually.
For a consumer:
The user is always free to choose the means of transport. The user is entitled to charge an amount of at least €181.50 including VAT to the consumer for transport. If the consumer designates a transporter and the choice of transporter is not offered by the user, the transport of the glass is always at the expense and risk of the consumer. This amount can be adjusted annually in accordance with the CBS consumer price index.
4.3. The other party has the option of taking out insurance with the user for the transport.
4.4. The transport ends at the moment the glass has been placed next to the means of transport at the destination.
For a consumer:
For the consumer, the good is at the consumer's risk from the moment the consumer or a third party designated by the consumer, which third party is not the transporter, has received the good.
4.5. If the other party places an order on call, this order must actually be called for and taken delivery of within the period set by the other party and accepted by the user.
4.6. If the agreed delivery time to a consumer is exceeded by more than two weeks, the user is obliged to compensate the consumer for the direct damage suffered as a result, unless the failure to meet the delivery time cannot be attributed to the user.
4.7. Work not being carried out by the user and which leads to delays in the user's work must be reported to the user in good time. If the agreed delivery time is exceeded as a result of these circumstances, the user is not liable to pay damages to the other party.

Clause 5 Packaging

5.1. On delivery of glass, the user will make packaging available to the other party. The user can charge a fee for this. From the time of delivery of the glass, up to and including the day on which the user retrieves the packaging, the packaging is at the risk of the other party.
5.2. The other party is obliged to make the packaging available to the user in the same condition and quantity on the day the user retrieves the packaging.
5.3. The other party must notify the user in writing or by email as soon as the packaging can be retrieved by the user.

Clause 6 Complaints

A. General

6.1. Unless special quality requirements were stipulated by the other party when the order was placed, which requirements have been confirmed in writing by the user, ordinary trade quality will be delivered in accordance with the applicable NEN standards.
6.2. The user is entitled to deliver goods that differ slightly in colour and/or design from the model, sample or example.
6.3. The other party is obliged to examine immediately after delivery of the goods whether the delivered goods meet the agreed requirements.
6.4. Provided these can be reasonably recognised by the user, the user is obliged to point out to the consumer:
a. inaccuracies in the constructions and working methods requested by the consumer;
b. recognisable defects in the movable or immovable property on which the work is being performed;
c. defects in or unsuitability of materials or tools provided by the consumer;
d. inaccuracies in the assigned work, including working on an unsound surface.

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In the case of non-consumers, the user expressly does not have the aforementioned obligation.

6.5. Despite the user's obligation to warn the consumer under the aforementioned paragraph, the consumer bears the risk of damage if – despite the aforementioned warning by the user – this damage is caused by:
   a. inaccuracies in the assigned work;
   b. inaccuracies in the constructions and working methods requested by the consumer;
   c. defects in the movable or immovable property on which the work is being performed;
   d. defects in the materials or tools provided by the consumer.

B. Complaints about the quality

6.6. Complaints from the other party to the effect that the goods delivered do not answer to the agreed quality must be brought to the user's attention by registered letter within 8 days of receipt of the goods, failing which the other party will not be able to enforce any rights against the user.
For a consumer:
The consumer's complaint that the goods delivered do not answer to the agreed quality must be brought to the user's attention within a reasonable time after the consumer has discovered this or should have discovered this, but at the latest within 2 months after delivery. A consumer cannot claim that the good does not answer to the agreement if, at the time the agreement was established, the consumer was aware or could reasonably have been aware of this.

6.7. If a complaint submitted on time turns out to be correct, the user is only obliged to replace the goods originally delivered with goods of the agreed quality. The user will – at its discretion – also have the right to repair the good or proceed to credit the relevant invoice. The other party will therefore not be able to enforce any right to terminate the agreement for breach. Any other or further liability of the user is excluded.
For a consumer:
The consumer is only not entitled to repair or replacement of the goods delivered if repair or replacement is impossible or cannot be expected of the user. This is the case when the costs thereof are disproportionate to the costs of exercising another right or claim to which the consumer is entitled. The consumer can only terminate the agreement for breach – in whole or in part – if repair or replacement is impossible or cannot be expected of the user.

6.8. The user is not liable for technically unavoidable deviations in colour, quality, design and dimensions.

C. Other complaints

6.9. Defects that can be detected immediately upon delivery (including defects relating to quantities, dimensions and colour) must be stated immediately by the other party on the document signed upon delivery (e.g., a waybill). If such a defect has not been mentioned on the aforementioned document, the other party cannot derive any rights from the defects referred to in this clause.
For a consumer:
The consumer must notify the user of the defects mentioned in this clause within a reasonable time after the consumer has discovered or should reasonably have discovered these, but at the latest within 2 months after discovery.

6.10. If a complaint submitted on time turns out to be correct, the user will still have the right to perform his obligations, without the other party being able to claim anything further in this respect from the user, such excluding the case in which performance of the obligations is no longer possible.

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Clause 7 Payment

7.1. The other party is obliged to pay the user's invoices within 30 days after the invoice date less any discount. Payment shall be made without set-off or suspension on any ground and without the other party being allowed to block its payment obligation by attachment at itself or otherwise. A 3% late payment surcharge can be calculated on the invoices, which may only be deducted if the invoice amount is paid on time. However, the user is entitled at all times and without giving reasons to demand cash payment before or upon delivery of the goods.

7.2. A payment is deemed to have been received as soon as the amount has been credited to one of the user's bank or giro accounts or has been handed over to the user in cash with issue of a receipt.

7.3. If the payment term stated on the invoice is exceeded, the other party is in default by operation of law, without further notice of default being required. In that case, the other party owes statutory interest on the outstanding amount from the day the amount due has become payable until the day of full payment, whereby part of a month is counted as a whole month. The statutory interest rate in 2025 is 11.15% per annum. If the consumer pays late, he owes the statutory interest in accordance with Section 6:119 of the Dutch Civil Code and not the contractual interest stated above.

7.4. If the consumer is in default, the user will send him a written reminder granting the consumer a final period of fourteen days to still pay. The consumer will also be made aware of the consequences of non-payment, where the user will claim statutory interest and compensation of extrajudicial costs in accordance with Section 6:96 of the Dutch Civil Code, stating the amount of these costs.

7.5. Each payment is first to be applied to reduce the costs, then the interest due and finally to reduce the oldest invoices and current interest, even if the other party designates a different order of allocation.

7.6. In case of late payment of an invoice, all payment obligations of the other party become immediately due and payable, regardless of whether the user has already invoiced in this regard.

7.7. The user also has the right to claim the agreed price immediately and in its entirety, or to terminate the agreement for breach in the event of the other party's bankruptcy or suspension of payments, attachment of a significant part of its business property, attachment of goods destined for the performance of the agreement or shutdown or liquidation of its business.

7.8. In case of default of the other party, not being a consumer, the other party is obliged to pay all extrajudicial collection costs, which are set at 15% of the total amount due with a minimum of €250.

7.9. If the user applies for the bankruptcy of the other party, in addition to the agreed price, the interest due and extrajudicial collection costs, the other party will also be liable for the costs of a bankruptcy application at the rate applicable in the district where the bankruptcy application is filed.

7.10. If, when the other party is in default, the user sends payment reminders or other requests for payment to the other party, this does not detract from the provisions above in 1 to 8.

Clause 8 Furnishing of security and retention of title

8.1. If there is good reason to fear that the other party will not perform its obligations under the agreement, the user has the right to demand that the other party, at the user's first request, immediately provide adequate security for the performance of its obligations, in particular the payment of the agreed price. Failure to comply with a written reminder to that effect will entitle the user either to suspend the performance of his obligations or to terminate the agreement for breach, without prejudice to his right to compensation.

8.2. All goods delivered and to be delivered by the user to the other party remain the exclusive property of the user until all claims the user has or will have against the other party have been paid in full, including in any case the claims mentioned in Section 3:92(2) of the Dutch Civil Code. The other party is obliged to keep the goods delivered under retention of title recognisably as the user's property. If the goods are exported to Germany, the extended retention of title under German law applies to the delivered goods and the user is co-owner of the newly formed good in the event of the processing, accession, mixing or specification of the goods.

8.3 If the other party is in default with regard to any obligation resting upon it, the user is entitled to itself retrieve the goods belonging to it from the place where they are located at the expense of the other

party. All costs and damage falling on or caused by the goods during the period they were in the other party's possession are at the other party's expense and risk. The other party is obliged to cooperate with the user if it wishes to make use of its right of retrieval, on penalty of a fine of 10% of the invoice amount.

8.4. If and as long as the user is still the owner of the goods delivered/to be delivered to the other party, the other party will immediately inform the user if the aforementioned goods are attached or the attachment of these goods is imminent, or if third parties otherwise lay claim to the aforementioned goods or any part thereof. Moreover, the other party will inform the user at the latter's first request where the aforementioned goods are located.

8.5. The other party guarantees that an attachment of said goods will be lifted as soon as possible. In the event of attachment, the threat of attachment, (provisional) suspension of payments or bankruptcy on the side of the other party, the other party will notify the third party threatening attachment, the attaching bailiff, the administrator or the trustee immediately of the rights (including ownership rights) of the user.

Clause 9 Goods given in safekeeping or for treatment or processing

9.1. The risk of damage or breakage at the time of or as a result of transport, temporary storage and/or safekeeping or of the treatment of the goods given to the manufacturers or traders for treatment or processing or safekeeping or of goods to which or with which an order is carried out anywhere is at the expense of the other party.

Clause 10 Dimensions, weights and sizes

10.1. With regard to the dimensions and weights of all goods, the user reserves the tolerances in accordance with the applicable NEN standards.

10.2. All sizes are rounded up to a number divisible by thirty when calculating in millimetres, on the understanding that for standard sizes this rounding is done to a number divisible by twenty. These rounded sizes replace the actual sizes in all price, length, width and area calculations.

10.3. For shapes other than rectangular shapes, the surface area is calculated according to the rectangle into which the mould fits, including the surcharges applicable to it for non-standard sizes and models.

10.4. The costs of taking measurements, as well as making moulds, placing or affixing glass and all other additional operations are borne by the other party.

Clause 11 Force majeure

11.1. For damage resulting from circumstances that could not be foreseen by the user at the time of entering into the agreement, the user is not liable. Such circumstances include: lack of raw materials, factory disruptions of any kind, labour strike, lock-out or shortage of employees, quarantine, epidemics, pandemics, government measures as a result of an epidemic or pandemic or otherwise, natural disasters, mobilisation, state of siege, state of war or war, traffic blockage on railways or lack of means of transport, traffic blockades, as well as incomplete, untimely or non-fulfilment by the glass factories mentioned in clause 4 of their obligations towards the user, regardless of the reason or cause thereof.

11.2. The user is entitled to suspend performance of the agreement or terminate the agreement for breach in the event of force majeure. The user reserves the right to invoice the other party for the part of the agreement already performed.

11.3. If the user does subsequently perform a temporarily suspended part of the agreement, the other party will owe the entire agreed consideration without any discount.

Clause 12 Risk allocation in the event of the contracting of work

12.1. If the user also takes on the obligation to treat and/or install glass sold by him on the instructions of the other party, or if the assignment only involves the treatment and/or installation of glass, the provisions laid down in this clause and the following clauses also apply to the agreement between the parties, in addition to the provisions in the previous clauses. In case of conflict, the provisions of this clause and the following clauses will apply.

12.2. At the end of each working day, the other party is obliged to inspect the installation work carried out by the user on that day and – if found to meet approval – to approve the work. If the other party fails to do so without reasonable grounds or, in case of rejection of the work, fails to immediately inform the user in writing of the reasons for the rejection, the work will be deemed to have been completed to the satisfaction of, and approved by, the other party.
12.3. If a complaint submitted on time regarding the installation of glass is found to be correct, the user is only obliged to reinstall the glass. Any other or further liability of the user is excluded.
12.4. The storage of the glass from the end of the transport, as referred to in Clause 4(5), is at the expense and risk of the other party.
12.5. If the glass is stored at the construction site before it is installed, treated or processed by the user, the other party is not entitled to move the glass.
12.6. The other party will arrange for the engagement of a quality assurance contractor if required by law.

Clause 13 Safety at the construction site

13.1. The other party is responsible for safety at the construction site. The other party guarantees that all building materials, auxiliary materials and other items present at the construction site are sound and meet the requirements set out in the relevant (statutory) regulations.
13.2. Construction site means the entire area at which construction activities take place, regardless of whether these construction activities take place under the responsibility of the other party.

Clause 14 Dimensions and other information

14.1. The other party guarantees the accuracy of the information in the specifications and drawings or otherwise provided to the user regarding dimensions, quantities, constructions, installation methods, etc., all this in the broadest sense of the word. If there is any difference between this information and reality, the user is entitled to compensation or additional payment.
14.2. The other party will never be able to demand that the user use one or more special brands or a certain quality of the auxiliary materials he uses, such as sealant, putty, etc., unless such has been explicitly agreed beforehand.

Clause 15 Additional or less work

15.1. Additional or less work will generally be settled according to the unit prices agreed between the parties. Failing this, settlement will take place according to the unit prices stated in the specifications.
15.2. If the specifications do not provide a solution, settlement will be on the basis of the normal prevailing prices in force on the date on which the work was or should have been carried out.

Clause 16 Damage and liability

16.1. In all cases, the user will never be obliged to pay compensation exceeding the normal invoice value of the goods and/or services provided in respect of which compensation is claimed. The limitation of liability is necessary because glass damage is not insurable for the user and a risk premium in the price would make the goods unaffordable. The other party can take out insurance against damage.
16.2. The user is not liable for damage caused by missed deadlines, nor for consequential or indirect damage, including damage due to loss of profit, loss, personnel costs and business interruption.
16.3. The user is not liable for damage to or loss of items stored at the user's premises at the other party's request. Such storage will at all times be at the other party's risk.
16.4. The user will only be liable for damage to the construction work and damage to and loss of building materials, tools or other objects brought onto or near the work, if this has arisen as a result of clearly demonstrable intent or gross negligence on his part or on the part of those he used in the performance of the obligation.
16.5. The user is not liable for the consequences of supplying and/or installing glass in accordance with existing standards, codes of practice and/or factory instructions, incorrect quality, thickness and/or composition. The user is also not liable for the consequences of installing glass in grooves of incorrect

size, shape or finish and/or in weather conditions which do not allow installation in dry and clean grooves.

16.6. The consumer bears the risk of damage, as defined in Clause 6(A)(5).

Artikel 17 Garantie

17.1. If a guarantee is provided by the manufacturer, whether or not via the user, with regard to the glazing supplied and/or installed by the latter, only the manufacturer's guarantee provisions will apply with

17.2. regard to the user's liability for the quality of the glazing supplied and/or installed.
If, for whatever reason, the manufacturer does not legally or actually provide a guarantee, no guarantee

17.3. is provided by the user either.
The user will make every effort to ensure that the manufacturer fulfils its obligations under the guarantee

17.4. it has provided.
The other party cannot enforce any right from any guarantee as long as he does not fulfil all his obligations, both financial and otherwise, from the agreement concluded relating to the delivery and/or installation of the glazing.

17.5.
The user guarantees to the consumer that the glazing will be installed in accordance with the applicable standards and codes of practice. The guarantee does not cover breakage, e.g. due to local heating which can be caused by partial pasting, painting of the pane, heating and/or hanging blinds placed too close to the pane, condensation on the room side or outside of the pane, interference, discolouration due to glass thickness and other properties of the material used which are unavoidable. Also excluded from the guarantee is thermal fracture due to impact shadows and mechanical fracture. All of this within

17.6. the applicable national and international standards.
The other party is not entitled to rely on the guarantee for correct installation if it performs the installation

17.7. of the glass itself or has it performed by someone other than the user.
The other party is not entitled to rely on the guarantee if the glass is exposed to things whereby the quality of the glass or its installation can no longer be guaranteed by the user. This includes (not exhaustively): the use of chemical agents, the use of aggressive cleaning agents, thermal causes, the use of sealants incompatible with the edge sealing, coating of the glass with foil, the application of paint, changes to the unit or other similar actions.

Clause 18 Additional provisions for installation work

For the vertical transport of all materials to be supplied by the user, it must be possible to make use free

18.1. of charge of an industrially safe and operational construction crane or hoist with operating personnel present on site; this vertical transport must be able to take place within normal working hours at times to be determined in close consultation with the user.
If the unloading of materials on the floors above ground level requires the presence of industrially safe

18.2. protruding scaffolding ready for use, these will be provided by the other party at its expense.
Any scaffolding necessary for the installation of glass must be used by the user free of charge; the size

18.3. and design of this scaffolding will be adapted to the work to be carried out by the user.
The user accepts no liability whatsoever with regard to installation instructions which have been adopted

18.4. without prior consultation with him.
If the user is charged with the installation of materials made available to him for that purpose by the

18.5. other party, the user does not accept any risk whatsoever, not even during the assembly and the related work, with regard to breakage and/or damage to such materials.
If the installation or assembly is hindered or delayed due to circumstances beyond the user's control,

18.6. the user is entitled to charge the other party for the additional costs resulting therefrom.

Clause 19 Legal regulations

19.1. If, after the establishment of the contractor agreement, the costs of performing the work become higher than those applicable on the date the user submitted his offer, due to the lapsing, amendment

or in troduction of laws, legal regulations, etc., the additional costs directly related to the work will be settled. Similarly, any lesser costs directly related to the work will be settled.

Clause 20 Prescription

20.1. Claims of the other party, not being a consumer, against the user lapse no later than one year after they arise.

Clause 21 Privacy

21.1. Personal data are processed as part of construction, installation and maintenance activities. The purpose of the processing is not to process those personal data as such; the purpose is to provide construction, installation and maintenance services. To provide that service, it is necessary to process personal data, such as an address and name.

21.2. The provisions in the privacy statement as stated on the user's website apply to these general terms and conditions.

Clause 22 Applicable law; competent court

22.1. All legal relations between the user and the other party are exclusively governed by Dutch law. The parties exclude the Vienna Sales Convention.

22.2. All disputes which may arise between the user and the other party will be submitted to the competent Dutch court.

SALES OUTSIDE RETAIL PREMISES TO CONSUMERS

Clause 23 Right of withdrawal

In the event of the supply of products:

22.1. When purchasing products, consumers have the option of terminating the agreement without giving reasons for 14 days. This cooling-off period starts the day after receipt of the product.

22.2. The consumer agrees to handle the product and packaging carefully during the cooling-off period. Consumers may only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If the consumer exercises his right of withdrawal, he must return the product with all delivered accessories and – if reasonably possible – in the original condition and packaging to the user, in accordance with the reasonable and clear instructions provided by the user.

23.3. If the consumer wishes to exercise his right of withdrawal, he is obliged to notify the user within 14 days of receiving the product. Notification is given via the model form. After the consumer has expressed his wish to exercise his right of withdrawal, he will return the product within 14 days.

23.4. If the consumer has not expressed his wish to exercise the right of withdrawal or has not returned the product to the entrepreneur after the expiry of the periods mentioned in paragraphs 2 and 3, the purchase is a fact.

In the event of the provision of services

23.5. When services are provided, the consumer has the option of terminating the contract without giving reasons for at least 14 days starting from the day of entering into the contract.

23.6. To make use of the right of withdrawal, the consumer is obliged to comply with the reasonable and clear instructions provided by the entrepreneur in this respect at the time of the offer and/or at the latest upon delivery.

Clause 24 Costs in case of withdrawal

24.1. If the consumer exercises his right of withdrawal, at most the costs of return shipment will be for his account.

24.2. If the consumer has paid an amount, the user will refund this amount as soon as possible, but at the latest within 14 days after withdrawal. This is subject to the condition that the product has already been received back by the user. Refunds will be made via the same payment method used by the consumer.
24.3. The consumer is liable for depreciation of the product if he has damaged it or handled it carelessly.

Artikel 25 Uitsluiting herroepingsrecht

25.1. The right of withdrawal does not apply in the following cases:
a. the products have been created by the user in accordance with the consumer's specifications;
b. the products are clearly personal in nature;
c. the products cannot be returned due to their nature;
d. the products can spoil or age quickly;
e. in case of audio and/or video recordings or computer software where the consumer has broken the seal;
f. in case of hygienic products where the consumer has broken the seal;
g. the provision of the service started before the end of the cooling-off period;
h. the service concerns a bet or lottery.
25.2. In these cases, the user will point out that the consumer has no right of withdrawal.

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