

ARTICLE 1: GENERAL

1. These general terms and conditions shall apply to all Trespas services related to the Trespas Second Life Programme (the "Programme") and all associated activities of Trespas International B.V. and its affiliated companies and third parties that it engages (jointly referred to as: "Trespas").
2. By entering into agreements with Trespas, you accept that you are bound to and shall act in accordance with these general terms and conditions. Trespas affiliated companies and the third parties it engages can invoke these terms and conditions against you.
3. Trespas only binds itself if these general terms and conditions apply. Other general terms and conditions are explicitly rejected by Trespas. Any act by Trespas shall not mean that Trespas has accepted (the use of) terms and conditions other than its own, or that other general terms and conditions apply.

ARTICLE 2: SECOND LIFE PROGRAMME ENROLMENT

1. The Programme is open for enrolment by building owners who are the owner of mechanically installed Trespas exterior Trespas "Meteon" panels on their buildings (the "panels") and who wish to register these panels in the Programme.
2. If you are a building owner that fulfils the requirements set out in article 2.1, you can apply for enrolment in the Programme by (i) providing Trespas your invoices for the panels and proof of their delivery and mechanical installation on your building and by (ii) paying Trespas the enrolment fee set by Trespas.
3. Acceptance of enrolment is at full discretion by Trespas and Trespas may refuse the enrolment of any owner for whatever reason which does not need to be disclosed. Upon your application and successful enrolment you explicitly accept these Trespas Second Life Programme Conditions, including but not limited to the acceptance criteria and disposal rules contained therein. You also explicitly accept the provisions in terms of the limitations of liability, applicable law and appointed court for dispute resolution.
4. Your successful application in the Programme will provide you a Trespas Second Life Programme Certificate in evidence of the right to enter into a separate future contract with Trespas in respect of the collection of the panels by Trespas or the delivery of the panels by you to Trespas at some moment in the future, subject to and formed upon these conditions, to the exclusion of all other terms and conditions, including any terms or conditions which you purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document, whether or not such document is referred to in the future contract.
5. The right which the participation in the Programme provides is exclusively provided to you in your capacity of building owner at the time of enrolment and can be transferred only to a successive building owner of the same building and panels if Trespas provides its explicit approval to such transfer. If this right is transferred to any other party and/or is transferred without approval, your enrolment in the Programme and your rights thereunder is cancelled.
6. In case of termination of the participation of the building owner in the Programme and/or cancellation of the right which it provides, for whatever reason, the enrolment fee remains due and shall not be refunded.
7. The Programme shall expire in respect of the panels upon termination as set out in these conditions, or upon acceptance by Trespas of the panels set out in article 5 below.
8. Trespas reserves the right to refuse and/or rescind any obligation and/or contract and/or delay, halt or otherwise suspend its obligations if you have failed to comply with any applicable code and/or standard, as reasonably determined by Trespas

ARTICLE 3: ELIGIBLE PANELS

1. The panels must fulfil the acceptance criteria for eligibility at the time of collection and/or delivery, set and amended by Trespas from time to time. In any event, the panels shall not be painted or glued, and have not been in contact with any hazardous materials or any other potential hazard in connection with the product, and have been held free of asbestos at all times. They have not been burnt or damaged in any way, with the exclusion of drilled holes for mechanical fixing of the panels. The Programme is not open for cut off material. Trespas has no obligations in respect of material that does not fulfil these conditions and this article 3 in particular.

ARTICLE 4 : COLLECTION AND DELIVERY

1. Each collection of panels by Trespas or delivery of panels by you to Trespas facility will at all times be subject to these conditions and will be deemed a separate contract on each occasion formed upon and subject to these conditions, to the exclusion of any and all other terms and conditions,
2. When in the future you would like to use your right to enter into the contract with Trespas for the collection of your panels by Trespas, you inform Trespas in writing and provide your certificate. Trespas will respond within a reasonable time Your request will be made no later than two (2) months before you would like to dispose of the panels.
3. Trespas will have the right to inspect the panels at any time prior to collection/delivery. You will not unreasonably refuse any request by Trespas to carry out such inspection and testing and will provide Trespas with all access and support reasonably required to do so. Notwithstanding any such inspection or testing, you will remain fully responsible for the panels and any such inspection or testing will not diminish or otherwise affect your obligations under the contract.
4. Only the number and type of panels that have been enrolled and accepted in the Programme will be eligible for pick up. The panels need to be organized in pallets for collection by Trespas at the building's location or for your delivery at Trespas facility. The panels must be fully secured for transportation. The pallets must be loaded with exclusively eligible panels and no other materials. To facilitate collection, Trespas may in its sole discretion supply you (at the with pallets to store at your site(s) and to use for organizing the panels Trespas will remain owner of such pallets. Trespas may provide you with written instructions, standards and acceptance regulations for the temporary storage, and/or preparation for the collection and/or delivery of the panels
5. For the avoidance of doubt, you will be fully responsible for the pallets and the panels located at the building's site(s) and will fully indemnify Trespas from any loss, including without limitation any claims, damage, injury and/or death arising from or to such pallets and/or panels while these are located at the building's site s You will comply with all applicable standards, regulations and other legal requirements concerning the dismantling , packaging, packing and preparing for collection and/or delivery (where you deliver the panels at Trespas facility) of the panels
6. Your notification to collect/ deliver the panels will be deemed to be an offer by you upon these conditions. The contract will only be formed when Trespas collects the panels (where panels are collected by or on behalf of Trespas) or Trespas receives the panels (where panels are delivered by you) at its facility. Delivery of the panels to Trespas and offering the panels for collection by Trespas will be deemed conclusive evidence of your acceptance of these conditions.
7. You may not cancel the contract once formed. If you are delivering the panels to Trespas, such deliveries will take place within two days' from Trespas request. Trespas is entitled to cancel the contract in whole or in part at any time prior to delivery/collection of the panels in which event Trespas sole liability will be to pay to you the participation fee. For the avoidance of doubt you may terminate the agreement in accordance with clause 10.2
8. Save as otherwise expressly provided in the contract, no variation to these conditions will be effective unless it is in writing and signed by a duly authorised representative on behalf of Trespas.
9. Trespas has a choice in the method of transport of the panels to be collected . Collection is completed at the moment of complete collection by Trespas (where all panels are collected by or on behalf of Trespas and they have all been loaded on the truck). Delivery is completed when all panels (where you have delivered the panels) have been unloaded to a place at its facility designated by Trespas at its discretion. You have an obligation to provide the panels once you have informed Trespas that the panels are ready for collection. Without explicit approval of Trespas, you may not make partial or separate instalments in the panels for delivery or collection. Trespas is entitled to make part collections
10. If you deliver the panels to Trespas place of business, you will off load the panels at its own risk as directed by Trespas.
11. You will ensure that: (i) the panels are marked in accordance with Trespas 's instructions and any applicable regulations or requirements of the carrier and/or properly packed and stored so as to reach their destination in an acceptable condition, and (ii) each delivery will be accompanied by a delivery note which will show, inter alia, an order number, date of order, number or volume of the material supplied and, in the case of an agreed part delivery, the outstanding balance remaining to be delivered
12. You shall warrant that the destination agreed upon can be reached by and is accessible to a vehicle of 40 tonnes . If this is not the case, the risks and possible costs are for your account. In absence of reachable and accessible destination, Trespas can postpone collection, which postponement is for your account and risk.
13. You shall ensure that a properly functioning forklift truck is present at the destination agreed upon, which truck shall meet the requirements prescribed to the specific collection. A loading capacity of at least 2,500 kilograms and a fork of at least 1.5 metres in length are minimally required, however a truck

- that meets heavier demands may be required if so demanded by the load or the specific situation at the place of collection Exclusively you are responsible for loading; Trespas is not responsible.
14. You acknowledge that conformity with the contract is of the essence and Trespas will, at its option, be entitled to reject the panels or terminate the contract under the terms of these conditions if the panels (or a portion thereof) are not in conformance with Trespas reserves the right to refuse and/or rescind any obligation and/or contract and/or delay, halt or otherwise suspend its obligations if you have failed to comply with the obligations in this article 4.
 15. Trespas is not involved in the installation and deinstallation of its panels on any building. Trespas is not involved in the installation and deinstallation of its panels on any building. Trespas disclaims any responsibility in connection therewith.

ARTICLE 5: ACCEPTANCE

1. Trespas reserves the right to mark, separate or quarantine the panels immediately on collection and/or delivery. This is undertaken for the purposes of security and Trespas will not be deemed to have accepted the panels by reason of this nor will you be entitled to raise an objection on this ground to any subsequent rejection of the panels
2. Trespas will not have deemed to have accepted the panels until it has had fourteen (14) days to inspect them following collection and/or delivery. Trespas will in form you if and when it has accepted the panels. If panels cannot be accepted, such panels will be destroyed and you will be liable for the costs thereof.
3. Trespas may at any time request a specification for the panels if it believes that the products contain hazardous substances or other potential hazard. If you are unable to produce a specification for the products on request, then Trespas may at any time including after collection or delivery at your sole cost carry out testing of the products on your behalf to produce a specification. Trespas shall not be in breach of its obligations under this agreement and may reject the panels if you do not either supply a specification or allow Trespas to produce a specification for the products
4. You shall indemnify Trespas against all costs, losses, expenses and damages in connection with panels and/or material that do not fulfil the acceptance criteria and further requirements of these conditions and in particular these articles 3 and 5 Also, Trespas may cancel any or all remaining instalments or stages or future collections or deliveries and refuse any subsequent delivery of products which the building owner attempts to make.

ARTICLE 6: TITLE AND OWNERSHIP

1. The panels shall be transferred by you to Trespas against no consideration and without invoice or due payment (*overdracht om niet*).
2. Ownership shall pass to Trespas from the moment that the panels has been collected by Trespas on the truck or have been delivered by you at Trespas facility.
3. You guarantee to Trespas that you are fully authorized and have the unlimited right to transfer the panels to Trespas and that the panels are unencumbered and free of any pledge or retention of title with out any right, in any way to third parties.
4. Risk shall pass to Trespas on acceptance as set out in article 5 of these conditions.

ARTICLE 7: PRODUCT INFORMATION

1. www.trespas.info is the sole information source for technical information (including the Material Properties Datasheet (MPD)) about new panels . Trespas is entitled to amend this information and has no obligation to inform you on these changes. Trespas is not liable for damages of whatever kind, caused by advice, counsel, calculations or other statements in respect of panels given (whether or not by phone) outside www. info. Any liability in connection with information provided on www.trespas.info is limited as per these terms and conditions.
2. In no event shall Trespas be liable to you or any third party for any claims, costs or damages arising out of or relating to lack of compliance with any applicable code(s) or industry standard(s). You agree to defend, indemnify and hold Trespas harmless from any and all liability, claims, costs or damages of whatsoever kind, nature or description, arising out of or relating to lack of compliance with any applicable code(s) or industry standard(s).
3. Upon collection by Trespas or delivery by you to Trespas facility, any and all representations and remaining warranties and any claims in connection therewith are expired.

ARTICLE 8: OBLIGATIONS

1. You will comply with all of its obligations in a reasonable and timely manner. Without prejudice to the foregoing, you will at all times: (a) provide Trespas with timely and reasonable instructions and directions in relation to the carrying out of the services; (b) respond promptly to requests for information or directions which Trespas requests in order to carry out the services; (c) notify and consult with Trespas immediately in the event that you become aware of any problems or potential problems arising in relation to the performance of the services; (d) not, at any time, obstruct the provision by Trespas of the services or do any act which would jeopardise or increase the cost to Trespas of the provision of the services; (e) obtain and maintain in force all memberships, licences, registrations, approvals, consents or qualifications necessary to perform its obligations under this agreement or otherwise in respect of the services and (f) comply with all applicable laws.

ARTICLE 9: LIABILITY

1. Trespas excludes any and all liability under any contract or extracontractual whatsoever, against anyone. In no event shall trespas have any obligation or liability to you or any other person or entity (including your customers or contractors) for any loss of use, delay, loss or injury to earnings, profits or goodwill, or incidental punitive, special or consequential damages (even if trespas has been advised of the possibility thereof) arising out of or in connection with any of trespas obligations
2. Trespas shall not be able to invoke the limitations to its liability as referred to in this clause if and insofar as the loss or damage is the result of an intentional act or omission or deliberate recklessness on the part of directors and executives of Trespas.
3. You will indemnify, keep indemnified and hold harmless Trespas in full and on demand from and against all liabilities which Trespas incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of your obligations under the contract

ARTICLE 10: TERMINATION; SUSPENSION

1. is authorised to dissolve any contract extra judicially, by means of a written statement, or to suspend the performance of its obligations under the agreement, all without creating any right to compensation, if the implementation of the agreement in respect of Trespas is hindered or hampered as a result of, inter alia, the following circumstances: force majeure; in the event that you commit a material breach which cannot be remedied or which it fails to remedy within thirty (30) days of a written notice, you apply for a moratorium on payments, there is request to be declared bankrupt, or you are declared bankrupt, or attachment is levied on one or more of assets, or, in the reasonable opinion of Trespas, your financial status gives such grounds for dissolution.
2. Either party may terminate this contract for convenience at sixty (60) days written notice to the other. In case of termination by you, the enrolment fee shall not be refunded. In case of termination by Trespas as set out in this article 10.2, the enrolment fee shall be refunded.

ARTICLE 11: GENERAL

1. In the event that any provision of these general terms and conditions shall be construed to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not be deemed to affect the remaining provisions thereof, and these general terms and conditions shall be construed and enforced as if such provision had never been included therein.
2. The failure of either party to enforce, at any time or for any period of time, any provision of these general terms and conditions will not be interpreted to be a waiver of such provision or of the right of such party thereafter to enforce each and every provision of the order.
3. The relationship between Trespas and you is that of seller and purchaser, respectively. You shall in no way be construed as acting as agent or representative of Trespas in any dealings which you may have with any other person, firm or corporation, and you shall have no power to act for or to legally bind Trespas in any such transaction. You agree that it will not in any way conduct its affairs to convey or suggest to third parties a status or identity inconsistent herewith.
4. You shall not assign any rights. Nothing expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies.
5. Trespas reserves the right to make changes in and additions to the general terms and conditions.

ARTICLE 12: GOVERNING LAW AND DISPUTE RESOLUTION

1. Netherlands law is exclusively applicable to your relationship with Trespas, as well as the last version of the INCOTERMS. Applicability is of the Vienna Sales Convention is excluded. Exclusively the Court of Amsterdam, the Netherlands, has jurisdiction.

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