

General sales and delivery terms & conditions.

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Here is a short subscription of the installation procedure and requirements.

Preparation work to be done by the client;

- The concrete work on opening(s) must be finished at the time of arrival of the UWC International B.V. installation team.
- The client will check all dimensions conform the final drawings. If the client finds deviations he will report them immediately to UWC International B.V.
- The concrete must be level and square.
- The concrete must be hardened at least 21 days.
- The concrete structure is free of cavities, sanded, dry and clean.

If the above is not prepared by client UWC International B.V. may charge costs to arrange by them self, referred to to article 11 and /or 12 from the general sales and delivery conditions below.

Items to be provided by client;

- Forklift or crane for unloading of window at arrival for unloading from the transport.
- Access to continuously clean water and electricity 230V (1 phase-zero-earth) / 380V CEE (3 phase-zero-earth) at arrival and during installation.
- Provide slings to move panels and set into openings. Forklift or scaffolding with wheels if necessary.
- Protection (shelter) from rain and sun if deemed necessary.
- Compressor maximum 8 bar
- Container for waste to clean up.
- In-direct sunlight cover (tent (s) to cover kit and/or bonding)
- Crane if necessary
- Vacuum hoist(s), necessary for bottom and wall panels. Please note lifting capacity.

Conditions during installation;

- No dusty work near pools during installation.

- The ambient temperature is at least 12 degrees Celsius.
- During the cold season a tempered work environment with heating (minimum 8°C) should be considered.
- if a bonding is made, it is possible that small air bubbles will form in the chemical bonding.

Moving and placing the window;

- The client is responsible for the receipt of the ordered goods at the work site, and all the material should be stored in a sheltered and safe place until needed. Out of direct sunlight.
- The client is responsible for moving the goods from storage to final destination: Small acrylic panels can usually be moved by hand with the help of local work man. If extra workmen are needed the client is responsible for the supply of extra workman.
- Acrylic panels more than 50 kg weight, we require one workman, more than 100 kilo requires a crane. Positioning of crane to lift acrylic panels in all positions is necessary. The crane will be provided by the client. By ongoing construction, the client takes care for protection of the acrylic panels. Protective film on both sides of the panels is provided by UWC International B.V. For mounting bottom panels and wall panels a vacuum hoist is needed, to be provided by client, please note lifting capacity.

Article 1: DEFINITIONS

1.1 In these conditions is meant by:

a. UWC International B.V.

b. The buyer, the client, buyer, tenant or anyone who enters into or wants to enter into an agreement with UWC International B.V. or for whom UWC International B.V. makes an offer provides a service or makes a delivery or performs a service.

Article 2: VALIDITY

2.1 These conditions apply to all sales of goods and delivery of services by UWC International B.V., as well as to offers and negotiations concerning such sale and delivery, even if those negotiations do not lead to the conclusion of an agreement. Any conditions or stipulations deviating from these terms and conditions and any other general terms and conditions that are stated in the order of the customer, in correspondence or in any other context or that are customary in the industry, are set aside by these conditions and only apply insofar as expressly and in writing by UWC International B.V.. accepted.

2.2 Under these conditions and on all agreements between Underwater Windows Creations BV and customers, Dutch law applies, with the exclusion of the applicability of the Vienna Sales Convention (1980), Article 6: 254 paragraph 1 Dutch Civil Code, is expressly excluded.

2.3 Any legal claim under an agreement between UWC International B.V. and customer will be set by the competent court in 's-Hertogenbosch, unless UWC International B.V. want to follow the legal competency rules, all this while retaining the right to appeal and castigation.

Article 3: OFFERS

3.1 All quotations have, unless the offer proves otherwise, a period of validity of 30 days from the date of the offer; they are based on the information provided by the customer, and possibly by UWC International B.V. information obtained by yourself.

3.2 Every quotation or price quotation by UWC International B.V. counts as an invitation to make an offer and UWC International B.V. do not bind, UWC International B.V. shall only be bound in so far as it accepts the order that the customer makes on such a quotation or quotation in writing.

3.3 All assignments by UWC International B.V. of numbers, sizes, weights, colors, specifications and / or other indications of the products are done with care, but UWC International B.V. can't guarantee that no deviations will occur, samples or drawings shown or provided are always only indications of the relevant products. When the customer demonstrates that the delivered products deviate from the statements of UWC International B.V. or the samples, drawings or models, that it can no longer reasonably be required to purchase them, the customer has the right to dissolve the agreement, however, insofar as this dissolution is reasonably necessary.

Article 4: PRICES

4.1 Unless otherwise stated, all prices are expressed in Euros excluding V.A.T.

4.2 All prices are based on delivery "ex warehouse" UWC International B.V. in Veldhoven.

4.3 Any increase in the price of the payments made by UWC International B.V. raw materials, semi-finished products and / or other goods and / or services used for its products and services, as well as any unfavorable changes in the exchange rate of the currency in which UWC International B.V. its suppliers must pay in relation to the currency in which the customer must pay, UWC International B.V. pass on to the customer. If this occurs within three months after the acceptance of the order, the customer is entitled to dissolve the agreement for the future.

Article 5: DELIVERY TIME AND DELIVERY

5.1 By UWC International B.V. specified delivery dates are approximate and lack contractual significance. UWC International B.V. is not liable towards buyer for failure to deliver at certain times.

5.2 UWC International B.V. has the right to deliver part-deliveries at any time.

5.3 Call-off orders must be collected within the agreed deadlines, failing which UWC International B.V. is entitled to deliver the part of the order that has not yet been delivered at once and to charge the customer with price increases.

5.4 Subject to the provisions of article 10, the goods are from the moment the goods enter the business premises of UWC International B.V. to be delivered to the customer, entirely at the expense and risk of the customer. At the same time the goods are deemed to have been delivered with due observance of all the provisions in these general terms and conditions and unless agreed otherwise.

5.5 In all cases where goods c.i.f. or f.o.b. or sold using another international trade term, this term is understood in accordance with Incoterms 1990 except insofar as these deviations from these general conditions.

5.6 In case the customer submits to UWC International B.V. requests to take back delivered goods is UWC International B.V. entitled to charge costs for this but UWC International B.V. is also entitled to refuse return without giving any reason.

Article 6: DELIVERY

6.1 The delivery is the actual offer to the customer;

6.2 When it is agreed where and when delivery of goods and / or services will take place, the customer has, unless agreed otherwise, to compensate for direct damage and costs to ensure that:

- the place where the delivery must take place can be properly closed;
- The place where the delivery must be made available and that furthermore, to the extent that this is possible, every effort is made to ensure a smooth delivery;
- In the room where you have to work electricity, light, heating and sufficient ventilation is present;

6.3 The work is carried out during normal working hours (Monday up to and including Friday), unless otherwise agreed.

Article 7: TRANSPORT AND TRANSPORT DAMAGE

7.1 Unless otherwise agreed, the agreement includes the transport of the purchased goods by the customer, which carries the risk of damage and loss. The customer is deemed to have received the purchased goods without transport data if this is not after he has discovered the defects or should reasonably have been discovered, UWC International B.V. has informed the defect within one week, unless this can't reasonably be expected of him.

7.2 Are the goods purchased by UWC International B.V. or a professional transporter, then Underwater provides Windows Creations B.V. at the customer's request for satisfactory insurance, the costs will be passed on to the customer. In case of damage during professional transport, the buyer must record the damage on the receipt. In addition, the customer must immediately contact UWC International B.V. to be reported. If there is no opportunity for inspection of the delivered goods on delivery, this must be stated by the customer on the receipt

7.3 For reclamation that are not related to transport, article 15 applies.

Article 8: PAYMENT

8.1 Payments to UWC International B.V. serve by bank and without discount to UWC International B.V. to be made, the Buyer is not entitled to suspend his payment obligation, unless the law prescribes such a right.

8.2 The customer is not entitled to settlement.

8.3 Unless agreed otherwise, UWC International B.V. to be paid for delivery or at the latest upon delivery of the goods or services, or in case of invoicing on or after delivery within 14 days after invoice date in case UWC International B.V. and buyer has agreed a payment term of 14 days after the invoice date under which UWC International B.V. if the customer charges credit limitation, the customer is entitled to deduct this credit limitation solely on payment within 14 days of the invoice date.

8.4 If the customer does not pay on time, the due amount to be paid by the customer bears interest at the rate of 2% per month or part thereof from the day on which payment is due and payable until the day on which it takes place. In the event that not all outstanding claims have been paid by the customer, UWC International B.V. the right to refuse further orders and to suspend further deliveries. In case customer to UWC International B.V. With any payment in default, all claims for whatever reason become immediately due and payable and UWC International B.V. the customer is entitled to charge both extrajudicial collection costs of 15% of the total amount due with a minimum of € 75.00 and the actual reasonably incurred collection costs (including costs for legal assistance).

8.5 Terms of payment: 50% after order confirmation, 50% 14 days before shipment.

Article 9: CANCELLATION

9.1 In the event of cancellation of an agreement by the customer, it will owe compensation of 80% of what the customer should have paid in the execution of the agreement, unless UWC International B.V. can prove that his damage is greater or the customer can make it plausible that the damage is smaller.

For cancelling installation "on site work" 14 days or less, Underwater Windows Creations B.V. charges a fee of 80% of the installation cost. For cancelling 7 days or less 90%.

Article 10: STORAGE OF GOODS

10.1 In case goods to be delivered are not accepted after delivery, other than due to defective delivery or because the customer does not want to accept the goods, UWC International B.V. will attempt a second delivery within a reasonable period of time. UWC International B.V. is after refusal or after second delivery entitled to charge storage costs and any further damage and costs to the customer.

10.2 In case the second delivery is not accepted, UWC International B.V.;

- a. Fulfillment of the agreement and charge storage costs and possibly further damage and costs:
- b. Then first keep the goods in storage for 30 days under calculation of storage costs for the customer:
- c. If the goods to be delivered have not yet been taken by the customer, UWC International B.V. entitled to regard the agreement as cancelled as referred to in article 9.

If UWC International B.V. considers the agreement as cancelled, the cancellation amount is increased by the amount of storage costs for the 30 days.

In case of refusal, either after first or after second delivery, UWC International B.V. the choice to act as foreseen under a, b or c.

10.3.1 If the goods have been paid by the customer, UWC International B.V. keep the goods in storage for a maximum of three months without calculation to the customer of the storage costs unless otherwise agreed.

10.3.2 If after this period the customer does not proceed to purchase the goods, then UWC International B.V. are entitled to freely dispose of the goods, to sell them and to pay the proceeds to the customer, after deduction of storage and other costs and a compensation of 30% of what the customer in fulfillment of the agreement to UWC International B.V. would have been due, unless UWC International B.V. can prove that his damage is greater or the customer can make it plausible that the damage is smaller. Before UWC International B.V. to do so, he must clearly inform the buyer of the intention to do so in writing.

10.4 The risk of fire, damage and theft is covered by UWC International B.V. for his account covered by insurance.

10.5 The storage costs per month will be 1% of the sales value of the stored goods, with a minimum of € 50, - unless UWC International B.V. can prove that his costs are higher or the customer can make it plausible that they are lower.

Article 11: EXTRA COSTS, MORE-WORK AND / OR LESS WORK

11.1 Costs that arise when the error in execution is that the execution of the work is possible, the customer will be outsourced in extra. Extra work in / of less work will be settled in fairness. Additional work generally includes all work and supplies that are not included in the agreement.

Article 12: IN APPLICABILITY OF WORK

12.1 If, during the execution of the contracted work, it appears that complete and correct performance of the contract as a result of circumstances that UWC International B.V. at the conclusion of the agreement not known,

nor should be known, is not possible, parties have the right to propose to each other to change the agreement into an agreement that can be properly and completely fulfilled.

12.2 If the agreement is not changed as stated in the previous paragraph, the parties have the right - except in case of force majeure - to dissolve the agreement. In that case the customer is obliged to UWC International B.V. to reimburse the costs already incurred in connection with the execution of the work.

12.3 In the event that only a certain part of the agreement can't be fulfilled, for reasons as stated in the first paragraph of this article, dissolution will only take place for the non-executable part of the agreement, unless this can't reasonably be required.

12.4 For waiting time UWC International B.V. will charge € 600 per day per person. Also UWC International B.V. charges lost travel and accommodation expenses.

12.5 The "installation costs" are calculated on an installation in a continuous period of days as noted on the offer. Unless otherwise agreed.

If UWC International B.V. cannot complete the installation in a continuous period because it cannot complete the work due to the actions of third parties or the work can't be finished due to not ready installation environment, the installation will be considered "finished" without signature and the final payment term must be paid.

Article 13: FORCE MAJEURE

13.1 Deliveries may be suspended or cancelled in whole or in part by UWC International B.V. if the production, transport and / or delivery of goods or services for UWC International B.V. is impeded, delayed, rendered impossible or uneconomic by facts or circumstances outside the sphere of influence of UWC International B.V. arise, regardless of whether these facts and circumstances were foreseen or could be foreseen at the time the order was made by UWC International B.V. was accepted. UWC International B.V. is also not liable towards the customer for any loss or damage that the customer might suffer as a result of such suspension or cancellation.

Article 14: WARRANTY AND LIABILITY

14.1 The delivered item must have the properties that the customer is entitled to expect under normal use in accordance with the contract. This applies to special use insofar as this is provided for parties at the conclusion of the agreement. If these expectations are not met, the customer has the right to repair or replacement.

14.2 In addition, the customer has a guarantee, in so far as it concerns defects of which UWC International B.V. can't make it plausible that these are the result of non-designated use, up to six months after the invoice date;

The costs of repair or replacement are fully borne by UWC International B.V..

The customer shall not be entitled to replacement insofar as the defect can reasonably be rectified.

14.3 The date of submission of the complaint by the customer is decisive for the application of the aforementioned warranty

14.4 Customer serves UWC International B.V. the opportunity to restore the delivered goods or services within a reasonable period of time, with a maximum of three months. UWC International B.V. is not liable for any direct or indirect damage resulting from the fact that purchased goods or services can't be used during the repair period.

14.5 If the manufacturer of the goods gives a further guarantee to UWC International B.V. this guarantee also applies to the customer.

14.6 Warranty conditions only apply to the corresponding use of the delivered goods or the work carried out with the destination.

14.7 Improper handling of or insufficient care for the delivered goods, at the discretion of the

Technical Service of UWC International B.V., excludes all advertising and makes guarantees and other guarantees expire. Minor deviations from the delivered goods which are acceptable from a technical point of view according to applicable, customary

standards, or trade sanctions, may limit or exclude the right to guarantee and / or compensation

14.8 In the event of improper handling of or inadequate care for the delivered goods, at the discretion of the Technical Service of UWC International B.V., any advertisements will be excluded and guarantees and other guarantees will lapse. Minor deviations from the delivered goods which are acceptable from a technical point of view in accordance with applicable, customary norms or trade agreements, may limit or exclude the right to guarantee and / or damage compensation. From the buyer's guarantee claim, the customer must complete the goods at his own expense, in original condition, to be delivered in original packaging and with a properly motivated complaint to Underwater Windows Creations BV Return shipping of goods is only permitted as customer Underwater Windows Creations BV has been notified, and has obtained a return authorization number. Possible by UWC International B.V. costs can be passed on if it appears that the guarantee claim is unfounded.

14.9 UWC International B.V. is never liable for any indirect damage of the buyer or third parties, including consequential damage, immaterial damage, business or environmental damage.

14.10 The liability of UWC International B.V. towards the customer, for whatever reason, per event (whereby a coherent series of events counts as one event) is limited to the relevant contract sum (excluding VAT), or in the absence thereof to the amount that UWC International B.V. from her insurer in this respect.

14.11 The limitations of liability in 14.9 will not apply if the damage in question is caused by intent or gross negligence of UWC International B.V. or its managerial staff.

14.12 Except in case of gross negligence or intent of UWC International B.V. or its management staff will include UWC International B.V. indemnify all claims by third parties, for whatever reason, in respect of compensation of damage, costs or interest, related to the goods and / or services sold or arising from the use of these goods and / or services.

14.13 On the acrylic there is a warranty of 30 years on "yellowing" from the date of installation warranty is given by Röhm GMBH.

14.14 Warranty on waterproofing / sealant is 2 years after installation date, only if installed by Underwater Windows team. No applicable after SELF installation.

14.15 Warranty on waterproofing / sealant can be extended by application of a maintenance contract.

14.16 Within 45 days after receipt of the last payment term of your sale order you will receive a warranty statement on your order. In the absence of full payment by the client within 30 days after the last invoice, UWC International B.V. has the right to dissolve the agreement, without further notice of default, or be by a written statement. After that, no claim(s) can be made under warranty.

14.17 If a chemical bonding is made, it may be that there are small air bubbles in the chemical bonding. No claims can be made on this.

The acrylic UWC panel manufactured by UWC International B.V., are warranted to be free from all defects in materials for a period of thirty (30) years from the date of installation by Röhm GMBH.

Article 15: RECLAMATIONS

15.1 Reclamations are understood to mean all grievances due to the quality of the delivered goods or materials or the execution of the work. Complaints can be made by the customer at UWC International B.V. only

valid by filing within fourteen days after receipt of the goods or completion of the work. If filing within this period is not reasonably possible, the period of fourteen days from the moment on which the defect was discovered or could have been detected shall apply.

Reclamations will have to contain a description of the grievances and defects found.

15.2 The provisions of the previous paragraph of this article leave unrestricted the provisions concerning the shorter term of article 7

15.3 When a customer opposes the advice of UWC International B.V. to purchase and / or use in certain products or services, any reclamation is excluded.

Article 16: OWNERSHIP RESERVATION

16.1 The ownership of the goods sold, notwithstanding the actual delivery, will only be transferred to the customer after he has delivered everything to UWC International B.V. is or will be fully paid. This includes the purchase price, any additional payments due under these general conditions or the agreement, taxes and costs as well as any work performed or to be performed on the business of the goods. Every amount received from customer will first be used to settle claims that UWC International B.V. the customer is entitled to which UWC International B.V. has not made a retention of title in this paragraph. Thereafter, any amount received from the customer will first be used to settle any interest and costs that may be due as referred to in Article 8, paragraph 4.

16.2 Before the ownership of goods has been transferred to the customer, the customer is not entitled to rent out the items to third parties or give them into use to third parties or otherwise encumber them in the interest of third parties. Buyer is only entitled to the goods of which UWC International B.V. the owner is entitled to sell or deliver to third parties insofar as this is necessary for normal business operations within the framework of customers.

16.3 Until this payment, the customer will only possess the goods as holder for UWC International B.V. and he will separate the goods from other goods and mark them as belonging to UWC International B.V. save and keep saved.

16.4 UWC International B.V. becomes the owner of all goods in which the delivered goods are processed or which are created or modified by or with the aid of the delivered goods

16.5 UWC International B.V. reserves the right to take back any goods that have not yet been transferred to the customer and the customer hereby irrevocably authorizes UWC International B.V. and its representatives to enter all company premises. This right will continue irrespective of cancellation or dissolution for whatever reason of the agreement between UWC International B.V. and buyer.

Article 17: PREMISES AND TRAVEL EXPENSES

17.1 UWC International B.V. is entitled to charge travel costs.

Article 18: DISSOLUTION

18.1 If the customer fails to pay all his debts on time or concludes an agreement with his creditors or if the customer is subjected to measures that can be taken in accordance with the applicable law with regard to debtors who do not want or can't pay all their debts if the customer fails to do any obligation under any contract with Underwater Windows Creations BV To meet, UWC International B.V. authorized by choice:

A) to postpone shipping of goods and / or services to be delivered and to interrupt transportation until payment is sufficiently secure and / or

B) suspend all her payments and / or

C) by cancelling a written notice of all agreements with the customer with retroactive effect, without prejudice to its other rights under any agreement with the customer.

Article 19: EXECUTION OF SUSPENSION, DISSOLUTION AND DESTRUCTION RIGHTS BY UWC International B.V.

19.1 If UWC International B.V. on the basis of the circumstances that it should have known at that time in all reasonableness is of the opinion that it is legally possible to exercise a suspension cancellation and / or annulment right, UWC International B.V. not obliged to pay any (damage) compensation to the customer and in any case not to pay statutory interest in the event that it can be established later that it has not legally exercised the right (s).

Article 20: NOTIFICATIONS

20.1 Any notification prescribed herein shall be deemed to have taken place when it has been sent by e-mail addressed to the party concerned at the location of its main establishment or last known address.

Article 21: ACRYLIC MAINTENANCE AND CLEANING

21.1 To clean acrylic we recommended using acrylic cleaner. Use a non-abrasive flannel cloth or sponge and follow instructions for cleaning included on the bottle.

To clean the wet side(s) of acrylic panels designed for water retaining applications, a loose-knit knotted nylon material is suggested.

Never use abrasive cleaners, household cleaners, scouring compound, window cleaning fluid, abrasive cloths or any strong solvents such as acetone, carbon tetrachloride, methyl ethyl ketone, paint thinner or alcohol solutions containing more than 5% alcohol.

To maintain the luster of acrylics, it is recommended that a good grade of commercial acrylic polish has to be used. Such polish is used to improve the appearance of the acrylic by filling in minor surface scratches. Do not use household spray waxes or automotive waxes.

To remove minor scratches from the surface of acrylics, hand polishing is recommended. Use a very fine grit polishing paste recommended for acrylics. Apply with a moist cloth rubbing in a straight up and down motion parallel with the light scratches. Several applications may be necessary before the scratches are removed or reduced. Excessive hand rubbing in a localized spot will cause optical distortion and should be avoided. When the scratches are removed, clean the repaired acrylic windows with acrylic cleaner. A final coat of polish is also recommended.

Never leave the protective covering on the acrylic window panels, in direct sunlight, during hydro testing, or for a prolonged period of time (in excess of 3 months). This may result in the adhesive solidifying, making the removal difficult. Efforts to remove the adhesive coverings might include scraping with plastic or acrylic wedges, thumbnail peeling, alcohol or other chemicals, which will damage the window surface. It is recommended that the protective paper covering be removed as soon as possible.

Excessive heat and hi-temperature lighting must be avoided at all times. Acrylic is a thermoplastic material and can easily be distorted or burned if the surface temperature of the acrylic is in excess of 230 degrees F (110 degree C).

If the procedures in article 21.1 are not met, article 14 becomes effective.