### TERMS AND CONDITIONS WINDOWS AND DOORS GRP GENERAL CONTRACTOR N.V.

### Article 1: Applicability.

These conditions apply to all offers of GRP General Contractor n.v., hereinafter referred to as (the) contractor, and all agreements of purchase and sale agreements of any kind, which concluded with the contractor.

## Article 2: Offers.

1. All goods are custom made and therefore cannot be exchanged or returned. 2. All offers in whatever form made freely and until 30 days after the date of the offer is valid unless the contrary they are explicitly stated in writing by the contractor is. 3. Data provided by the contractor in offers, bids, quotations, printed matter, etc. are subject to change without notice. This information is not binding on the contractor.

### Article 3: Formation of contracts.

1. Client must supply the following in order to provide: the windows and doors with dimensions; number of frames drawn; direction of doors and windows. 2. Agreements of sale and any other agreements are concluded only after written confirmation of the order or contract by the contractor. 3. Additions or changes to a concluded contract can only be made in writing by the parties involved must always be signed. Only after signature by the contractor are additions or changes binding. 4. By cancelling the purchase agreement entered into 50% of the contract price charged. 5. Cancellation is not possible if the products already produced in accordance with contract.

## Article 4: Delivery, delivery and delivery.

1. Delivery in buying and shipping from the factory. Unless otherwise agreed, the transport to the port of Aruba/Terminal on behalf of the contractor. 2. In workmanship and / or defects due to how well the client is obliged to supply written notification to the contractor, stating the reason. The contractor is bound above defects within 8 days after delivery in writing to the contractor have been possible within the period of time. In case of defects in the contractor subject to the limit specified by the manufacturer is used. After the expiry of the period mentioned above, the contractor is not liable for failures to work. 3. If there is a deadline for delivery of goods has been agreed, this means only that the contractor best to rectify the agreed period will comply. Delivery times are approximate, assuming that the supply situation at the time of the conclusion of contracts remains unchanged, and the contractor receives the necessary materials freely admitted delivered. 4. Exceeding the delivery time the customer is never entitled to do cancel the contract and / or demand compensation and affect the obligations of the contracting States. 5. The delivery period starts when the agreement under the terms of Article 3 of these conditions by the contractor when the contractor entered into and all of its obligations for any reason whatsoever against the contractor hitherto been met. 6. If opportunities to deliver a result of weather conditions, equipment damage, material defect, company or transportation disruptions, or by external force majeure, e.g. strikes or government actions prevented, the delivery of law extended without the customer any action to claim compensation. In that case, the contractor retains the right to contract as rescinded, and no developer also appeal to performance and / or compensation due. 7. The client is obliged to goods that are the subject of purchase / sale to accept or pick up within five business days thereof by the contractor is notified that the goods were made available. If the goods after delivery or after notification of the posting have not been collected by the client, these accounted for and stock risk. The cost, including storage and interest losses. damages and interest are paid by the defaulting party. Also the client is obliged to pay after the expiry of the deadline for removal, if the goods have been removed in time. 8. Any deviation from the above provisions only in writing and be signed by the contractor.

## Article 5: Prices.

1. All prices stated in the order and / or confirmation and / or offers listed are in Aruban Florin (AWG) and based on commodity prices, metal prices, transport costs, taxes, import duties and other factors affecting prices as applicable on the day of closing of the agreement. 2. If after the conclusion of any contract the costs for the 5.1 price-determining factors change, the contractor is entitled to the agreed price or prices increase accordingly. 3. The rate includes transportation from the plant to terminal on behalf of the contractor based on Incoterms DAT (Delivery AT Terminal), unless otherwise expressly agreed. Domestic freight are the responsibility of the client unless otherwise agreed in writing. The seller covers all the costs of transport (export fees, carriage, unloading from main carrier at destination port and destination port charges) and assumes all risk until arrival at the destination port or terminal.

## Article 6: Payment.

1. Payment of 50% of the contract price shall be deposited in advance before the contractor to supply the contract will pass. 2. Payment must be made in cash, by check or wire transfer to an agreement referred to in Article 3.2. 3. Final payment is due upon arrival and delivery of the goods by bank transfer, check or cash, unless otherwise agreed. 4. The client is always beside the price below the extrajudicial collection costs, if the contractor on action to provide for collection. The extrajudicial costs are: 15% of the contractor amount if that amount is less than (or less than the equivalent of) USD 2500, - excluding VAT with a minimum of (or with a minimum of the equivalent of) USD 100, -, and 10% of the amount due if this amount is (or is the equivalent of) USD 3000, - or higher excl. VAT. The mere fact that we recover the amount due from third hands, it turns the obligation to pay and the size of the extrajudicial collection costs. 5. All claims against the client for any reason whatsoever be immediately and without any request or demand payable in full in case client: suspension of payment in bankruptcy is declared, there is some attachment of its goods and / or claims is placed under receivership is, dies, terminates the agreement. 6. Debt is never allowed. 7. Event of late payment the Contractor has the right to contract as rescinded, notwithstanding the right to compensation for expenses, lost profits and other damages. 8. The client is not entitled to suspend payment amounts or shortened by relying on faulty or incomplete delivery if such delivery is not recognized as such by the contractor.

### Article 7: Security.

1. Contractor is always entitled to, before delivery to them, to require a guarantee of principal for the performance of his obligations to the contractor. Contractor may include security progress in the form of a lien, mortgage or transfer of ownership. 2. If the client providing a security declines, the contractor may contract as terminated without being obliged to pay any compensation to the client.

#### Article 8: Retention.

1. As long as the customer has not paid for goods/installation supplied shall remain the property supplied by the contractor's expense and risk of the client, whether processed, property of the contractor. 2. Contractor shall at all times entitled to reimbursement of expenses, damages and interest if the client fails to fulfil obligations under the agreement. The contractor shall in that case the right goods and materials without notice, without judicial intervention to take back.

## Article 9: Liability.

1. Contractor expressly excludes all liability for damages directly or indirectly caused by the contractor delivered. 2. Contractor is not liable for damage to equipment or buildings where goods are transported by contractor or stored goods caused by the contractor. 3. Contractor is not obliged to compensate for loss of profits, by whatever cause, including delays in delivery of goods. 4. Contractor is not liable for damage to work as a result of the Client or its mission the commissioning activities. 5. Improper storage or handling of goods does not constitute grounds for replacement or repair.

#### Article 10: Warranty.

1. After delivery the contractor guarantees goods only where the manufacturer to the contractor then provided as is, in the same terms for the same period. Upon request by the contractor issued a letter of guarantee that these conditions are included. 2. Warranty includes: 60 months on condensation in between the insulated glazing with no visible glass damage; 60 months on profiles on coating and corrosion with no visible damage on the coating; 24 months on the hardware. The existence of the defect or fault should be confirmed by protocol. The Buyer notifies the Seller in writing about the date and place of the examination aimed at finding the defects. Buyer sets with the Seller the deadline for removal the defects or faults, after considering technically reasonable period of time. Execution of warranty rights can be made only within the warranty period. 3. Removal of defects should be confirmed by the protocol. 4. Warranty apply when cleaning and maintenance are correctly applied and in the mentioned frequency. Due to the dirt and dust usually found during the installation phase it is necessary to carry out appropriate maintenance and cleaning. This must also be maintained to keep the functional and aesthetic qualities of the aluminium carpentry.

### **CLEANING AND MAINTENANCE**

## The following elements must NOT be used:

- Sharp tools such as knives, trowels, etc.
- Steel wool or abrasive sponges.
- Aggressive bath cleaners or solutions for lacquer, can cause permanent damage.

### The following elements CAN be used:

- Warm water (with 2% of mild soap).
- Soft sponge.
- Cleaning cloth.
- Absorbent paper.
- Steam cleaners.
- Vacuum cleaner (to vacuum the dust between the gasket adn the outer wall of the frame).

## 1. CLEANING OF INTERIOR AREAS

Use some a vacuum, to clean the gaskets and chamber between the sash and frame to remove the dust and foreign bodies which have accumulated during the construction phase. A brush or a paintbrush can also be used. Lubricate the friction elements such as hinges, handles, lock and any other moving mechanism with lubricant (for example 3 in 1). It is not necessary in the return angles and these are permanently greased.

This needs to be repeated every three months after the first application.

## 2. CLEANING OF FRAMES AND GLASS

Drench a sponge (soft) in warm water with soap, rub the frames smoothly (inner and outer side). Afterwards, apply a cleaning cloth, to remove the remainders of soap and water. Finally, apply a dry cloth (or kitchen paper), to complete the cleaning and drying. Steam cleaning can be applied instead of warm water with soap.

This operation should be repeated monthly with each window.

## Concluding observations:

In areas close to highways, coast line or industrial areas, dusty roads the maintenance of the windows should be increased. Before beginning any work close to the window, it should be protected from dirt which can be originated from the site. Use plastics and weather-stripping as required.

## DANGERS THAT SHOULD BE TAKEN INTO CONSIDERATION WHEN HANDLING THE WINDOWS

Safety recommendations when handling and using the windows.

# Danger of being caught.

Pay attention to the possibility of being caught between the frame and the sash, when handling the windows.

## Danger of falling.

An open window poses a risk of people falling out of them. Pay special attention to children.

# Danger of falling objects

Be aware of objects falling out of an open window, especially during cleaning or maintenance.