

D R E A M G L A S S G R O U P
est. 2005

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Date: 05/02/2018 rev. 01

GENERAL SALES TERMS & CONDITIONS

Acceptance of a Pro forma Invoice implies acceptance of General Sales Terms & Conditions which are listed below and in subsequent pages in addition to the Warranty

1. The prices and lead times are valid only for the indicated measurements and quantities specified in the Pro forma Invoice. Therefore, any alteration causes Pro forma Invoice to be revised with new prices and lead times. All orders or modifications to existing orders should be given in written format. The Customer will supply Dream Glass S.L. with all technical information demanded related to project (drawings, plans, pictures etc.) in order to ensure correct fabrication and use of glass. Shaped panels are calculated to their maximum rectangular size. The customer should revise Pro forma Invoice carefully to avoid possible errors. Production will be made according to the signed Pro forma Invoice.

2. **Glass Finish (not applicable to DreamGlass® DSAF):** There is a transparent separation gap of about 4 mm +/- 1 mm on non-electrical connection sides and a total of approx. 14 mm +/- 1 mm on electrical connection sides where the on-off function is not applied. Any bubbles at the separation gap are considered normal and accepted. Considering the transparent separation gap around the panel, it is recommended to frame panels (minimum 2 cm profile) as this space can have air bubbles. Bubbles or other elements at the surface of the panels which cannot be seen from a distance of 2 m are considered as normal and accepted. Each electrical connection has a mold of approx. 4 cm long which stands out approx. 5 mm from glass border. Electrical connections are placed on opposite sides of glass panels for better performance purposes. Should the customer need these to be placed on one of the shortest sides, Dream Glass S.L. must be informed in writing before production is commenced. Should neither the operation nor functionality of the panels be at risk, these will be made according to customers demand.

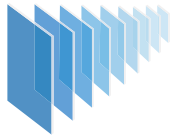
3. **Optical Characteristics:** It is understood that DreamGlass® is not optically as clear as a standard laminated float glass. DreamGlass® in transparent mode is affected by haze from straight view and may appear increased from angle view. Haze is unavoidable, and part of the product makeup, therefore it is considered as acceptable. Direct lighting onto DreamGlass® should be avoided. Ambient lighting may affect the haze level and color tone of DreamGlass®. Color variations of up to 2 units using Delta E model CIE LAB will not be a reason for replacement, refund or return.

4. **DreamGlass® Identification:** DreamGlass® is manufactured with a DreamGlass® identification mark (25 mm X 15 mm) , which indicates serial number, brand, origin and CE marking as per UNE-EN 14449:2006 and Dream Glass S.L. Authenticity Policy.

5. **Delivery Conditions:** All goods must be checked upon reception, as Dream Glass S.L. will only accept fabrication defects, if informed within 4 days after the arrival of the goods at the destination. The Customer and/or installation company will be responsible for manipulating and transporting the merchandise to the final installation point. In the event that Dream Glass S.L. delivers to the indicated address, the Customer and/or installation company will be responsible for unloading, manipulating and transporting the merchandise to the final installation point. Dream Glass S.L. will not be held responsible if DreamGlass® is broken, scratched etc., at the Customer's site, once mounted off truck.

6. **Sales Conditions:** Dream Glass S.L. responsibility after leaving the goods from its premises is limited as per Incoterms.

7. **Lead Time Extension:** The lead time would be prolonged by any act and situation out of Dream Glass S.L. control. All national holidays would prolong the delivery time proportionally. Nonetheless, given the complexity and singularity of manipulating glass and PDLC (Polymer Dispersed Liquid Crystal), lead times are merely approximate and not fixed. Any delay in agreed lead time will not permit the Customer to cancel order and/or solicit compensation.



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8. Property Rights: All merchandise until the full payment is not received, belongs exclusively to Dream Glass S.L. even if the merchandise is at the Customer or a third party's facilities. In such event, Dream Glass S.L. has the right to withdraw the goods until the payment is fully settled.

9. Payment Terms: Refer to Pro forma Invoice. In the event of nonpayment at any given moment, Dream Glass S.L. will have the right to halt production until payments have been settled by the Customer. Any order annulment by the Customer entitles Dream Glass S.L. to invoice customer all material and work completed until that moment.

10. Product: Dream Glass S.L. reserves the right to modify the technical characteristics and presentation of its products. In addition, Dream Glass S.L. may suspend the fabrication of a given product at any given moment with justifiable reasons without informing customer beforehand. This will not enable the Customer to set any complaint.

11. The Terms and Conditions in the Pro forma Invoice prevail all statements representations and agreements, oral or written made by the parties or their representatives. Any additional, conflicting or different provisions of Buyer's proposal purchase order or any other oral or written communication are hereby objected to and superseded by these terms and conditions. No modification or addition to this agreement shall be binding upon Dream Glass S.L. unless specially set forth in writing signed by an authorized Dream Glass S.L. representative.

12. Disputes: The parties involved agree that any dispute, discrepancy, questions or claim arising from the implementation or interpretation of this agreement or either directly or indirectly connected with it, will be finally settled by arbitration carried out by the International Chamber of Commerce of Paris, entrusted with the said administration and the appointment of arbitrators, in accordance with its Rules and Statutes. The parties also expressly put it on record that they undertake to comply with the arbitration award issue.

13. How we use your information: Data collected (contact information) will be uploaded into a Dream Glass S.L. database. Should you not want this data to be used in any way, please indicate so to the following email address: info@dreamglassgroup.com