

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**  
**TIMBER AND BUILDING SUPPLIES HOLLAND N.V.**  
Version March 2021

**Article 1 General**

1. "Seller" shall mean Timber and Building Supplies Holland N.V. Chamber of Commerce No. 37077570 and all related (legal) persons and/or entities, as well as its legal successors.
2. "Purchaser" shall mean any (legal) person who has entered into or wishes to enter into an agreement with the Seller and, in addition to the Seller, his representative(s), authorised representative(s), successor(s) in title and heirs.
3. "Goods"/"the goods delivered" shall mean timber, sheet and building materials in the broadest sense of the word, as well as services.

**Article 2 Applicability**

1. These terms and conditions apply to, and form an integral part of, all offers, quotations and agreements of sale and purchase of goods and/or services of any nature whatsoever from the Seller.
2. Deviation from these terms and conditions is only possible if parties have explicitly agreed this in writing.
3. These terms and conditions have been filed with the Chamber of Commerce under number 37077570.
4. If it appears that one or more provisions of these general terms and conditions are in violation of the law and/or of the principles of reasonableness and fairness, the other provisions of these general terms and conditions shall continue to apply in full.

**Article 3 Quotations**

1. All offers and quotations are without obligation, both with regard to prices and the time of delivery of the goods, even if the offer includes a period for acceptance, unless otherwise agreed in writing.
2. Price offers are exclusive of V.A.T. and other government levies or charges.
3. The Seller may pass on price increases if, between the time of offering/quotation and execution of the agreement, price changes have occurred due to an increase of sales tax, charges, raw material costs or the cost of packaging materials.
4. Information mentioned in the images, samples, colour charts, catalogues, technical drawings, advice and other additional information provided by the Seller are not binding on the Seller and serve only as an indication.
5. The Seller shall not be liable for errors and deviations in price, illustrations, drawings and notices of dimensions and weights in price lists and in quotations and/or order confirmations.
6. Every sale on supply is made under the express conditions that the prices are based on the cost factors applicable at the time of concluding the (purchase) agreement, such as: export duties in the area of origin, freight and insurance, unloading costs, import duties, levies and taxes.
7. Any advantageous or disadvantageous differences at the time of departure and/or arrival and/or delivery shall be for the benefit of or at the expense of the Purchaser.
8. All advice, data and instructions for use shall be provided by the Seller to the best of its ability, but without any obligation, without any liability on the part of the Seller. The Seller shall never be responsible for the ultimate suitability of goods for each individual application by the Purchaser, nor for any advice regarding the use or application of goods. Not even if this purpose has been made known to the Seller.
9. The Purchaser is responsible for the dimensions and quantities specified by him. Deviation tolerances shall apply in respect of the sizes stated by the Purchaser in respect of timber products to be delivered, unless such tolerances have been excluded in writing in advance.

**Article 4 Formation**

1. A binding agreement shall be concluded by written acceptance, including acceptance by email or confirmation of the order by the Seller or actual execution of the Purchaser's order.
2. The order confirmation shall be deemed to accurately and completely reflect the order, unless the Purchaser has given written notice to the contrary prior to the actual delivery.
3. Any additional or amended arrangements made at a later date, as well as arrangements or promises made by the Seller's staff, shall constitute a new offer and shall only be binding on the Seller if they have been confirmed in writing by the Seller.
4. Before further execution of the agreement, the Seller shall be entitled to demand security from the Purchaser with regard to the fulfilment of its entire payment obligation.
5. The Seller reserves the right to refuse orders and/or commissions without giving reasons.

**Article 5 Delivery and risk**

1. In case of carriage paid delivery, the goods shall be transported at the Seller's risk and expense. The mode of transport shall be at the Seller's discretion.
2. In all other cases, the goods shall be transported at the risk and expense of the Purchaser.
3. Contrary to paragraph 1 of this article, the war risk shall always be borne by the Purchaser.
4. If it has been agreed that the goods will be delivered directly from abroad, the risk of incorrect arrival, both quantitatively and qualitatively, late arrival, as well as the risk of and during the delivery shall be entirely for the account of the Purchaser.
5. In the event of carriage paid delivery, the Seller shall be obliged to transport the goods to a place where the vehicle can reach a properly navigable terrain or the vessel can reach a properly navigable water. Unless otherwise agreed, the Purchaser must ensure that any necessary permissions, exemptions and permits within the area of transportation are in place in good time. The Purchaser shall be obliged to ensure that the

place where the goods are to be unloaded is easily accessible. The Purchaser shall be obliged to take receipt of the goods there and to unload them immediately. If the Purchaser fails to do so, the costs incurred as a result shall be at its expense.

6. If an order accepted by the Seller cannot be delivered because the Seller's supplier cannot or can no longer deliver (for whatever reason), the Seller may offer the Purchaser an alternative. If the Purchaser cannot agree to the offered alternative, the Seller has the right, without judicial intervention, to invoke the termination of that part of the agreement so that it cannot (any longer) be performed. The Seller shall not be liable for any failure to deliver the order or to deliver it in full.

**Article 6 Delivery times**

1. The delivery times are determined in consultation, however, the delivery dates and/or times indicated by the Seller shall only apply by way of information and by approximation and do not constitute a deadline, unless explicitly agreed in writing.
2. In the event of a delay in delivery due to the aforementioned circumstances changing, the delivery time shall be extended by the duration of this delay. The Seller will inform the Purchaser of any delay in good time. Delayed delivery shall neither give the Purchaser the right to terminate the agreement, to refuse receipt and/or payment of goods nor to claim damages.
3. If, in the event of delivery on a call-off basis, no deadlines have been set for call-off, the Seller shall be entitled to payment three months after the order has been placed.
4. If the order has not been called, or has only been called in part three months after the order has been placed, the Seller shall be entitled, except in the event that a firm deadline has been agreed, to summon the Purchaser in writing to call the full order within three months as yet.
5. The Seller shall be entitled to charge storage costs as long as the materials have not been delivered in full to the Purchaser on demand.
6. The Seller shall be entitled to deliver in parts. In that case, the Seller shall always state the delivery times for each partial delivery.

**Article 7 Returns**

1. Returns cannot be accepted without prior consultation. If the goods can be returned, costs will be charged which can be requested from the Seller.
2. Completely or partially processed goods, damaged goods and packaged goods, the packaging of which is missing or damaged, may never be returned.

**Article 8 Payments**

1. For a buyer with a Chamber of Commerce number, in addition to the usual payment options (Ideal, credit card, pin and cash), there is also the option of "purchase on account" under certain conditions. For "a purchase on account", the buyer is obliged to fill in an application form containing the necessary information for a creditworthiness check. The seller can then check the buyer's creditworthiness through an external creditworthiness check to protect the seller against possible default. If the seller determines a positive credit score on the basis of the external creditworthiness report, the buyer can place orders on account provided that the buyer agrees in advance with the payment conditions and these general terms and conditions set by the seller. Buyer cannot derive any rights from an issued positive creditworthiness score. The seller can at any time unilaterally change the set creditworthiness criteria and payment conditions and revoke decisions in this regard.
2. Payment must be made as specified in the agreement; if nothing has been agreed a payment period of 30 days shall apply. The term of payment is a fatal term, upon expiry of which the Purchaser shall be in default.
3. All amounts charged to the Purchaser must be paid without discount or deduction. The Purchaser shall not be allowed to suspend payments of invoices.
4. If the Purchaser is in default with regard to (part of) his payments, the entire amount owed to the Seller, both due and not yet due, shall become immediately due and payable.
5. In the event of late payment in accordance with article 8.2, the Purchaser shall owe the Seller default interest of 1.5% of the invoice amount per month that the Purchaser is in default of payment, whereby part of the month shall be counted as a whole month, commencing on the first day after the expiry of the agreed term of payment.
6. If the Seller is forced by the Purchaser's default to hand over its claim for collection, all associated costs, such as administrative, judicial and extra-judicial costs, including the costs of a bankruptcy petition, shall be for the Purchaser's account. The extra-judicial collection costs are at least 15% of the unpaid amount, with an absolute minimum of €500.
7. Payments made by the Purchaser, regardless of the purpose indicated by the Purchaser, always serve to settle all interest and costs due and subsequently the longest outstanding invoices.
8. If the Purchaser is in default of payment vis-à-vis the Seller, the latter shall be entitled to suspend further performance of all related agreements until such time as payment has been made while, if otherwise agreed, advance payment may be demanded for further delivery.
9. The Seller is permitted to set off both its own claim and that of an affiliated company against the Purchaser and/or the companies affiliated with the Purchaser.

**Article 9 Monitoring and advertising**

1. The quantities as stated on the consignment notes, delivery notes or similar documents shall be deemed to be correct if no complaint is made immediately after receipt and before handling and/or processing and if no such complaint is recorded on the consignment note or the receipt.

2. The Purchaser must check the delivered goods for visible defects within 48 hours after delivery. As part of this inspection, the Purchaser shall be expected to handle the packaging material and/or surface protection films of the delivered goods with care. Complaints based on visible defects shall lapse if the Purchaser has not reported the defect to the Seller in writing 48 hours after receipt of the goods.
3. Any defects other than those described under paragraphs 1 and 2 must be reported in writing to the Seller within eight days after the Purchaser has discovered, or could reasonably have discovered, a defect, accurately stating the nature and grounds for the complaint. After this period, the Purchaser can no longer invoke a defect in the performance.
4. No complaints shall be accepted on goods that have been opened or processed and/or used in whole or in part.
5. The Purchaser must report any errors in the invoice to the Seller within five working days of receipt. Failing this, the invoice shall be deemed to be correct.
6. Complaints do not entitle the Purchaser to demand termination of the agreement or to withhold, suspend or postpone payment in whole or in part, while set-off is expressly excluded.

#### Article 10 Quality

1. Unless explicitly stated otherwise at the time of sale, regular quality is delivered. Deviations in the dimensions and/or number per trade unit shall be allowed in accordance with the standards in the industry. The deviation standards of the producer and/or supplier are considered normal.
2. The Seller shall not accept any liability for colour deviations not greater than colour shades, which are at the Seller's discretion. The Purchaser cannot derive the right to refuse delivery from this.
3. Any warranties given by the supplier/manufacturer shall be passed on in full to the Purchaser; the Purchaser's claims shall also be limited herein.

#### Article 11 Liability

1. The Seller is not liable for damages, unless these damages are the result of its gross negligence or wilful misconduct.
2. For indirect damage, including loss of profit and so-called consequential damage, including business interruption loss, construction delays, loss of orders and the like, which arise as a direct or indirect result of defects for the Purchaser and/or third parties, the Seller shall under no circumstances be liable.
3. The Seller shall never be liable for damage or defects to specific materials, parts and constructions which, possibly contrary to the applicable regulations, are expressly prescribed by or on behalf of the Purchaser or are made available by the Purchaser. Likewise, the Seller shall never be liable for any deviations in the data provided by the Purchaser with regard to quantities and dimensions.
4. Under no circumstances shall the Seller be liable for claims for compensation from third parties on any basis whatsoever. The Purchaser shall indemnify the Seller against all (successful) third party claims for compensation in respect of goods supplied by the Seller, regardless of the cause or time at which the damage was suffered.
5. The Seller cannot be held liable for any incorrect application and processing of delivered materials by the Purchaser or by third parties.
6. In so far as the Purchaser's failure to comply with its contractual or statutory obligations would result in the Seller being held liable towards third parties, the Purchaser hereby undertakes to indemnify the Seller against all consequences of this liability.
7. The period within which the Seller can be held liable for compensation of damage shall in all cases and on pain of forfeiture of rights be limited to a period of 14 days after the event causing the damage occurred. All claims for damages shall lapse twelve months after the commencement of the day on which they are held liable, if they are not brought before a court within this period.
8. If and in so far as there is a warranty from the supplier/manufacturer of the goods, any right to compensation shall lapse without further notice after the expiry of this warranty period.
9. In the event of liability on the part of the Seller, this shall be capped at the invoice value of the relevant (partial) delivery, excluding V.A.T.
10. All persons employed by the Seller, as well as any auxiliary persons engaged by the Seller, shall be entitled to invoke the preceding paragraphs of this article as if they were themselves parties to the agreement concluded between the Seller and the Purchaser.

#### Article 12 Retention of title

1. All goods delivered and still to be delivered shall remain the exclusive property of the Seller until all claims which the Seller has or will have against its Purchaser, including in any case claims relating to the goods delivered and/or to be delivered and/or services provided, as well as all claims due to non-fulfilment by the Purchaser and settlement of current account balances, including interest and costs, as referred to in article. 92, paragraph 2 of Book 3 of the Dutch Civil Code, have been paid in full.
2. As long as ownership of the goods has not passed to the Purchaser, the Purchaser may not pledge, transfer ownership or grant third parties any other right to the goods, except in the normal course of its business. At the Seller's first request, the Purchaser shall undertake to cooperate in establishing a pledge on the claims that the Purchaser obtains or will obtain against its customers on account of the onward delivery of goods.
3. The Seller shall be entitled to take back the goods that have been delivered subject to retention of title and are still with the Purchaser if the Purchaser is in default of payment obligations or is or threatens to be in payment difficulties. The Purchaser shall at all times grant the Seller free access to its premises and/or buildings for the purpose of inspecting the Seller's assets and/or exercising the Seller's rights.
4. The costs arising from the Seller's exercise of its proprietary rights shall be borne by the Purchaser.

#### Article 13 Force majeure

1. During force majeure the delivery and other obligations of the seller shall be suspended. If the period in which fulfilment of the obligations by the Seller is not possible due to force majeure lasts longer than six months, both parties shall have the right to terminate the agreement, without judicial intervention, without any obligation to pay damages.
2. If, at the onset of the force majeure, the Seller has already partially fulfilled its obligations or can only partially fulfil its obligations, the Seller shall be entitled to invoice the part already delivered or the deliverable part separately and the Purchaser shall be obliged to pay this invoice as if it were a separate contract.
3. Force majeure within the meaning of Article 75 of Book 6 of the Dutch Civil Code, in addition to what is understood in this respect by law and case law, shall be understood to mean an impediment to performance due to circumstances that were unforeseeable at the time of the conclusion of the agreement and that cannot be attributed to the Seller, including but not limited to operational breakdowns and defaults by suppliers, intermediaries, carriers, shippers and other third parties involved in the delivery of goods to the Seller. Non-delivery, late delivery or improper delivery by the Seller as a result of fire, water damage, environmental disasters, war, strikes, excessive absenteeism of personnel or scarcity of personnel, delay in (re)delivery by the supplier, weather conditions, computer failures, malfunctions in or defects of information systems of the Seller or its suppliers, lack of or withdrawal of transport options, import and export restrictions or closure of the country's borders.

#### Article 14 Termination and cancellation

1. If the Purchaser fails to fulfil any (payment) obligation arising from any agreement entered into with the Seller, or fails to do so in time or properly, despite a summons stating a reasonable period, as well as in the event of suspension of payment, application for a moratorium, bankruptcy, receivership or liquidation of the Purchaser's company, the Seller shall be entitled to terminate the agreement in whole or in part without notice of default and without judicial intervention, while retaining any right to compensation, all this without prejudice to the provisions of article 8. Existing reciprocal claims become immediately due and payable.
2. Full or partial termination of the agreement shall take place by means of a written declaration by the person entitled to do so. Before addressing a written termination statement to the Seller, the Purchaser must at all times first give the Seller written notice of default and give the Seller a reasonable period of time to still fulfil its obligations or to remedy shortcomings, which shortcomings the Purchaser must accurately report in writing.
3. If the Seller agrees to termination, without any default on the part of the Seller, the mutually existing claims shall become immediately due and payable. The Seller shall always first be entitled to compensation for all financial loss such as costs, loss of profit and reasonable costs to determine damage and liability. In the event of partial dissolution, the Purchaser cannot claim the undoing of any performance already performed by the Seller and the Seller shall be fully entitled to payment for any performance already performed by the Seller.
4. The Seller shall be entitled to terminate the agreement in whole or in part without judicial intervention or any notice of default if the Purchaser fails to fulfil its obligations under the agreement, is declared bankrupt, applies for a moratorium, is admitted to statutory debt restructuring, or otherwise loses the power of disposal over its assets or parts thereof. In those cases, any claim that the Seller has against the Purchaser shall become immediately due and payable in full.

#### Article 15 Processing of goods

1. Processing is understood to mean finger welding, edge gluing, surface gluing, priming, varnishing, preserving, planing, sanding, milling, sawing, drying and/or other processing of goods.
2. The Seller shall not be liable for any damage or other depreciation of the goods to be processed. The Seller does not insure the goods to be processed against any risk.
3. The Purchaser is obliged to take delivery of the goods within seven days after notification that they have been completed. Failing this, the Seller shall be entitled to compensation for the damage suffered as a result of late delivery.

#### Article 16 Privacy

1. All data that the buyer provides to the seller will be kept by the seller for as long as necessary and permitted by law.
2. If necessary for the seller, the seller can provide certain information to one or more of its partners who are involved with the seller. In that case, the seller has contractually agreed with these partners that they may only use the data for the purpose for which they were provided (sales of products) and that they must keep the data secret. The way in which the seller processes personal data is described in the seller's privacy statement. The most current version of the privacy statement can be found on the seller's website and is part of these terms and conditions.

#### Article 17 Applicable law / competent court

1. All agreements to which these terms and conditions have been declared applicable shall be governed by the law of the Netherlands.
2. All disputes will be settled by the District Court of North Holland, unless the Seller brings the dispute before another court that is competent according to the competency rules.