

GENERAL CONDITIONS OF SALE AND DELIVERY TIMBER AND BUILDING SUPPLIES HOLLAND N.V. Version March 2024

Article 1 General

- "Seller" means Timber and Building Supplies Holland N.V. K.v.K. no. 37077570 and all affiliated (legal) persons and/or companies, as well as its legal successors.
- "Buyer" means any (legal) person who has concluded or wishes to conclude an agreement with the seller and, in addition to the latter, his/her representative(s), authorised representative(s), assignee(s) and heir(s).
- "Goods"/"the delivered" means all products supplied by the seller as well as all services performed by the seller.

Article 2 Applicability

- These conditions apply to, and form an inseparable part of, all offers, quotations and agreements of purchase and sale of goods and/or services of any kind from the seller.
- Deviation from these terms and conditions is only possible if the parties have expressly agreed in writing. In all other cases, deviating clauses of the buyer are expressly rejected.
- These terms and conditions have been filed with the Chamber of Commerce under number 37077570.
- If one or more provisions of these general terms and conditions are found to be contrary to the law and/or reasonableness and fairness, the remaining provisions of these general terms and conditions shall remain fully applicable.

Article 3 Offers

- Unless otherwise agreed in writing, 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 deadline for acceptance.
- All price offers are exclusive of VAT and other government levies or charges.
- If between the time of acceptance by the buyer and the actual execution of the agreement by the seller, price increases have occurred with regard to - for example - taxes, exchange rates, raw and/or packaging materials, the seller is entitled to pass on these increases to the buyer, unless agreed otherwise in writing.
- In case of sale on demand, the costs relating to - for example - import/export duties, transport and unloading costs, levies, taxes and/or insurance shall be charged to the Buyer separately. If, between the time of acceptance by the buyer and the actual execution of the agreement by the seller, price increases occur in relation to the above, the seller shall be entitled to pass these increases on to the buyer, unless otherwise agreed in writing.
- If between the time of acceptance by the buyer and actual execution of the agreement by the seller, a supplier of the seller increases the price of the goods ordered by the buyer, the seller is entitled to pass on this increase to the buyer, unless otherwise agreed in writing.
- Data mentioned in images, samples, samples, colour ranges, catalogues, technical drawings, advice and additional information provided by the seller in any other way are not binding for the seller and serve only as an indication.
- The seller shall not be liable for errors and deviations from prices, illustrations, drawings and statements of weights and measures in price lists and with offers and/or order confirmations.
- The Buyer is responsible for the dimensions and quantities specified by it. With regard to the dimensions specified by the buyer in respect of wood products to be delivered, deviation tolerances shall apply, unless such tolerances are excluded in advance in writing.

Article 4 Realisation

- A binding agreement is established by written acceptance including acceptance by e-mail, respectively confirmation of the order by the seller or actual execution of the order by the buyer.
- The order confirmation is deemed to accurately and fully reflect the order, barring written notice to the contrary from the buyer before the actual delivery.
- 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 bind the seller if they have been confirmed by the seller in accordance with paragraph 1 of this article.
- The seller is entitled to demand security from the buyer regarding the fulfilment of his entire payment obligation before further execution of the agreement.
- Seller reserves the right to refuse orders, assignments and/or orders without giving reasons.

Article 5 Delivery and risk

- In the event of carriage-paid delivery, the goods shall travel at the Seller's expense and risk. The mode of transport shall be at the Seller's discretion.
- In all other cases, the goods travel at the buyer's expense and risk.
- Notwithstanding paragraph 1 of this article, the risk of molestation shall always be borne by the buyer.
- If it has been agreed that the goods will be delivered on direct supply from abroad, the risk of unsatisfactory (both qualitatively and quantitatively), and/or untimely arrival, as well as the risk of and during the supply, shall be entirely at the buyer's expense.
- In the event of carriage-paid delivery, the seller shall be obliged to transport the goods up to the point where the vehicle can access a properly passable (prepared) terrain, or the vessel can access a properly navigable waterway. Unless otherwise agreed, the Buyer shall ensure timely provision of any necessary permissions, exemptions and permits within the transport area. The buyer is obliged to ensure good accessibility to the place where the goods are to be unloaded. The buyer is obliged to take delivery of the goods at that location and unload them immediately. If the buyer fails to do so, he shall be liable for the costs arising therefrom.
- If an order accepted by the seller cannot be carried out because the seller's supplier cannot or can no longer deliver, for whatever reason, the seller may offer the buyer an alternative. If the buyer does not agree to the offered alternative, the seller has the right to invoke the dissolution of that part of the

agreement without judicial intervention. The seller shall not be liable for not (fully) fulfilling the order.

Article 6 Delivery times

- Delivery times shall be determined in consultation. However, the delivery dates and/or times given by the seller are only indicative and explicitly do not create a deadline, unless explicitly agreed in writing.
- In the event of a delay in delivery due to a change in circumstances, the delivery time shall be extended by the duration of this delay. The seller shall inform the buyer in good time of any delay. Delayed delivery does not entitle the buyer to dissolve the agreement, to refuse receipt and/or payment of goods, nor to claim damages.
- If no deadlines are set for call-off delivery, the seller is entitled to payment 3 months after ordering.
- If 3 months after the order has not been called or only partially called, the seller shall be entitled, unless a strict deadline has been agreed, to summon the buyer in writing to still call the entire order within 3 months.
- Seller is entitled to charge storage fees as long as the materials on call have not been fully collected by buyer.
- The seller is entitled to deliver in parts. In that case, the Seller will always state the delivery terms for each partial delivery.

Article 7 Return deliveries

- Returns cannot be accepted without prior consultation. If the goods can be returned, costs will be charged which can be requested from the seller.
- Completely or partially processed goods, damaged goods and packaged goods whose packaging is missing or damaged can never be returned.

Article 8 Payments

- For a buyer with a K.v.K. number, in addition to the usual payment options (iDeal, credit card, pin and cash), there is also the option of purchasing on account under certain conditions. To this end, the buyer must complete an (online) application form containing the details necessary for a creditworthiness check. This measure is intended to protect the seller against possible non-payment. If the seller establishes a positive score on the basis of the external creditworthiness report, the buyer can make purchases on account provided that the buyer agrees in advance to the payment conditions set and these general terms and conditions. No rights can be derived from a positive score issued. The seller may unilaterally change and/or revoke the established creditworthiness criteria and payment conditions at any time.
- Payment shall be made as stated in the agreement. If nothing has been agreed, a payment term of 30 days shall apply. The payment term is a deadline, on expiry of which the buyer is in default.
- All amounts charged to the buyer shall be paid without discount or deduction. The buyer is not allowed to suspend and/or set off payments of invoices.
- If the buyer is in default with regard to all or part of his payments, the entire amount due to the seller, whether due or not, shall become immediately payable.
- In the event of late payment in accordance with clause 8.2 of these general terms and conditions, the buyer shall owe the seller default interest of 1.5% of the invoice amount for each month that the buyer is in default of payment. A part of the month will be counted as a whole month, starting on the first day after the expiry of the agreed payment term.
- If, due to the default of the Buyer, the Seller is forced to outsource its claim for collection, all related costs, such as administrative, judicial and extrajudicial costs, including the costs for a bankruptcy petition, shall be borne by the Buyer. The extrajudicial collection costs are at least 15% of the unpaid amount, with an absolute minimum of €500.00.
- If the buyer is in default of payment to the seller, the seller shall be entitled to suspend the further performance of all related agreements until such payment has been made. On further delivery, advance payment may be demanded, unless otherwise agreed.
- The seller is allowed to set off both its own claim and that of an affiliated company with the buyer and/or with the buyer's affiliates.

Article 9 Monitoring and advertising

- The quantities as stated on the waybills, delivery notes or similar documents shall be deemed correct if no complaint is made immediately after receipt - and before processing and/or treatment. Buyer shall note any inaccuracies in quantities on the waybill or receipt.
- The buyer must check the delivered goods for visible defects within 48 hours of delivery. The buyer is expected to handle the packaging material of the delivered goods with care as part of this inspection. Complaints based on visible defects shall lapse if the buyer has not reported the defect to the seller in writing 48 hours after receipt of the goods.
- All possible defects other than those described in paragraphs 1 and 2 must be reported to the seller in writing, accurately stating the nature and grounds for the complaints, within 8 days after the buyer has detected or could reasonably have detected a defect. After this period, the buyer can no longer claim a defect in the performance.
- Complaints will not be accepted on goods that have been damaged, processed and/or treated in whole or in part.
- The buyer must have reported any errors in an invoice to the seller within 5 working days of receipt. Failing this, the invoice shall be deemed correct.
- Complaints shall not entitle the buyer to demand dissolution of the agreement or to withhold, suspend or postpone payment in whole or in part. Set-off is expressly excluded.

Article 10 Quality

- Unless expressly stipulated otherwise at the time of sale, normal quality will be delivered. Deviations in dimensions and/or number per trade unit will be

allowed in accordance with industry standards. The deviation standards of the manufacturer and/or supplier are considered normal.

- For colour deviations not exceeding colour shades, which are at the discretion of the seller, the seller accepts no liability. This shall not entitle the buyer to refuse delivery.
- Any guarantees from the supplier/manufacturer shall be passed on in full to the buyer; the buyer's claims shall also find their limits herein.

Article 11 Liability

- Seller shall not be liable for any damage unless such damage is the result of its gross negligence or intent.
- For indirect damage, including loss of profit and so-called consequential damage, including stagnation damage, construction delays, loss of orders and the like, which arise as a direct or indirect consequence of defects for the buyer and/or third parties, the seller shall under no circumstances be liable.
- The Seller shall never be liable for damage or defects to specific materials, parts and constructions which, possibly in deviation from the applicable regulations, are expressly prescribed by or on behalf of the Buyer or made available by the Buyer. Nor shall the Seller ever be liable for deviations in the data provided by the Buyer regarding quantities and dimensions.
- The Seller shall never be liable to third parties for damage on any basis whatsoever. The Buyer shall indemnify the Seller against all (successful) third-party claims for compensation in respect of goods delivered by the Seller, regardless of the cause or time of such damage.
- The seller cannot be held liable for any incorrect application and processing of delivered materials by the buyer or third parties.
- All advice, data and instructions for use are provided by the Seller to the best of its ability, but entirely without obligation, without any liability arising for the Seller. The Seller shall never be responsible for the ultimate suitability of goods for each individual application by the Buyer, nor for any advice regarding the use or application of goods. Not even if this purpose has been made known to the Seller
- Insofar as failure by the buyer to comply with his contractual or statutory obligations would result in the seller being held liable to third parties, the buyer hereby undertakes to indemnify the seller against all consequences of such liability.
- The period within which the seller can be sued for damages shall in all cases and under penalty of forfeiture of rights be limited to a period of 14 days after the harmful event has occurred.
- Legal claims for compensation for damage, on any grounds whatsoever, must, on penalty of forfeiture of all rights and claims, be brought before the court competent under this agreement no later than 12 months after the damage arose (see Article 17), unless under applicable treaties, laws or regulations these legal claims have lapsed earlier.
- If and insofar as there is a warranty from the supplier/manufacturer of the goods, any right to compensation shall lapse automatically after the expiry of this warranty period.
- In case of liability of the seller, this shall be capped at the invoice value of the relevant (partial) delivery excluding VAT.
- Any person employed by the seller and any auxiliary persons engaged by the seller shall be entitled to invoke the preceding paragraphs of this article as if they themselves were parties to the agreement concluded between the seller and the buyer.

Article 12 Retention of title

- All goods delivered and to be delivered shall remain the exclusive property of the Seller until all claims which the Seller has or will have against its buyer have been paid in full. This shall in any case include all claims relating to the goods/services delivered and/or to be delivered, as well as all claims for non-performance by the buyer and settlement of current account balances, including interest and costs as referred to in Art. 3:92(2) of the Dutch Civil Code.
- As long as ownership of the goods has not been transferred to the Buyer, the Buyer may not pledge the goods, transfer ownership or grant third parties or any other right to the goods, except within the normal course of its business. At the Seller's first request, the Buyer undertakes to cooperate in the establishment of a pledge on the claims which the Buyer obtains or will obtain against its customers on account of the resale of goods.
- The Seller shall be entitled to repossess the goods delivered under retention of title and still held by the Buyer if the Buyer defaults on its payment obligations or has or threatens to have payment difficulties. The Buyer shall at all times grant the Seller free access to its premises and/or buildings to inspect the goods and/or exercise the Seller's rights.
- The costs arising from the seller's exercise of property rights shall be borne by the buyer.

Article 13 Force majeure

- In the event of force majeure, the Seller's delivery and other obligations 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 have the right to terminate the agreement without judicial intervention, without any obligation to pay damages in that case.
- If, when force majeure sets in, the seller has already partly fulfilled its obligations or can only partly fulfil its obligations, the seller is entitled to invoice the part already delivered or the deliverable part separately and the buyer is obliged to pay this invoice as if it were a separate contract.
- Force majeure within the meaning of Art. 6:75 of the Dutch Civil Code means an impediment to performance caused by circumstances that were unforeseeable at the time the agreement was concluded and which cannot be attributed to the seller. This includes - among other things - breakdowns at and defaults of third parties involved in the delivery of goods to the seller. Force majeure shall also include non-delivery, late delivery or improper delivery by the Seller as a result of: fire, water damage, environmental disasters, war, strikes, excessive absenteeism of staff, staff shortages, delays at suppliers, weather conditions, technical malfunctions at the Seller or its suppliers, lack

of/withdrawal of transport possibilities, import and export restrictions and closure of national borders.

Article 14 Dissolution and cancellation

- If the buyer fails to fulfil any (payment) obligation ensuing from any agreement concluded with the seller, or fails to do so on time or properly, despite a demand for payment stating a reasonable period, as well as in the event of suspension of payment, application for a moratorium, bankruptcy, receivership or liquidation of the buyer's company, the seller shall be entitled to dissolve the agreement in full or in part without notice of default and without judicial intervention, while retaining any right to compensation, without prejudice to the provisions of clause 8. The mutually existing claims shall hereby become immediately due and payable.
- Whole or partial dissolution of the agreement shall be effected by a written declaration by the party entitled to do so. Before the purchaser sends the seller a written notice of dissolution, the purchaser must at all times first give the seller written notice of default and allow the seller a reasonable period of time to comply with its obligations as yet or to remedy any shortcomings, which shortcomings the purchaser must accurately report in writing.
- If the seller agrees to dissolution without there being 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 losses such as costs, loss of profit and reasonable costs to ascertain damage and liability. In the event of partial termination, the Buyer cannot claim undoing performances already performed by the Seller and the Seller shall be fully entitled to payment of the performances already performed by the Seller.
- The seller is entitled to dissolve the agreement in full or in part without judicial intervention or any notice of default if the buyer fails to comply with obligations under the agreement, is declared bankrupt, applies for a moratorium, is admitted to statutory debt rescheduling, or otherwise loses the power of disposition of his assets or parts thereof. In such cases, any claim the seller has on the buyer shall be immediately due and payable in full.

Article 15 Processing of goods

- Processing means finger-joining, gluing, priming, varnishing, preserving, planing, sanding, milling, sawing, drying and/or other processing of goods.
- Seller is not liable for damage or other depreciation of the goods to be processed. Seller shall not insure the goods to be processed against any risk.
- The Buyer shall be obliged to take delivery of the processed goods within 7 days after notification of completion. Failing this, the seller shall be entitled to compensation for the damage resulting from late collection of the goods.

Article 16 Privacy

- All data provided by buyer to seller will be kept by seller as long as necessary and permitted by law.
- If necessary for the seller, the seller may provide certain data to one or more of its partners 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 it was provided (sale of products) and that they must keep the data confidential. The manner in which the seller processes personal data is described in the seller's privacy statement. The most up-to-date version of the privacy statement can be found on the seller's website and forms part of these general terms and conditions.

Article 17 Applicable law / competent court

- All agreements to which these conditions are declared applicable shall be governed by Dutch law.
- All disputes will be settled by the District Court of Noord-Holland, unless the seller brings the dispute before another competent court.