

## GENERAL TERMS AND CONDITIONS OF SALE

**1. Scope of Application.** Unless otherwise agreed, these general terms and conditions of sale shall apply to all offers and contracts of sale which concern the sale of wood, wood products, triplex, multiplex, blockboard, board, board products, chipboard and other board materials, irrespective of whether these articles are or are not of foreign origin.

**2. Offers and Contract of Sale.** All offers, catalogue lists and tariffs shall be entirely free of obligation. Where the sale is undertaken by a sales representative or a reseller the sale shall be deemed definitive for the seller only after the seller's written confirmation.

**3. Delivery Date.** Any delivery date given shall be deemed indicative and approximate. Unless otherwise expressly stated in writing, the seller shall in no way be bound by any delivery date whatsoever and any overdue delivery shall not confer upon the purchaser any grounds for damages or annulment of the sale.

**4. Carriage.** Unless otherwise agreed, the transfer of goods shall be held to take place ex-seller's warehouse. In cases where it is agreed that goods shall be supplied carriage paid, the seller shall be responsible for the costs of carriage to the agreed destination but not beyond a point at which a vehicle may reasonably be driven or a vessel may reasonably sail. The purchaser shall be obliged to take possession of the goods at that point and to unload them immediately. If the purchaser fails to fulfil this obligation, any charges thus caused shall be for the purchaser's account. If the seller takes care of the transport, unless the purchaser has himself indicated a specific mode of transport, the seller shall select the mode of transport using the best knowledge at his disposal, but shall assume no liability for so doing.

**5. Risk.** Both where the sale is carriage paid and where the sale is not carriage paid, the risk deriving from carriage shall be for the account of the purchaser. Immediately after leaving the seller's warehouse the goods shall be in all cases for the account of the purchaser, including transport risk, war risk and all other risks.

**6. Retention of Title.** The goods shall remain the property of the seller until fully paid for. Until that time they shall not be disposed of either to the detriment of the seller or to the advantage of a third party, nor shall they be pledged as surety nor be the object of a fiduciary transfer of ownership. If, notwithstanding the above, the purchaser resells the goods, he shall be obliged to transfer the relevant receivable to the seller.

**7. Alterations to carriage charges, duties, levies and taxes.** All sales shall be transacted under the specific condition that any changes in carriage charges,

duties, officially imposed levies, taxes and such like relative to the rates prevailing at the time that the sale was agreed shall be for the purchaser's account, it being understood that the sales price shall be increased by the amount that the said carriage charges, duties, levies, taxes and suchlike have increased.

**8. Packaging.** Unless otherwise agreed, no charge shall be made for standard packaging. Packaging shall only be taken back and credited against the sales price when this has been specifically agreed and the packaging has been returned carriage paid in good condition to the seller.

**9. Return Shipments.** The purchaser shall in no way be authorised to refuse to take possession of the goods sold or to return them to the seller unless the seller has given his written agreement. If the purchaser returns goods to the seller without the seller having given his written agreement, and the seller nevertheless takes possession of them, then the purchaser shall always assume the risk and expense of the return. The seller shall store the shipment at the purchaser's risk and expense and it shall be kept at the purchaser's disposal. Such storage shall not constitute any admission of liability whatsoever in relation to the validity of any future claims.

**10. Claims.** Claims shall only be valid when notified to the seller in writing within 8 days of reception of the goods. Claims for short delivery, for non-adherence to specification and for externally visible damage shall only be valid when attested to by the purchaser on the official receipt of delivery note. A claim shall only be deemed valid if the seller is in a position to check the goods delivered in their original condition and in their original packaging. No claim shall authorise the purchaser to suspend payment. If the claim is justified, the seller shall at his own discretion either pay a reasonable indemnity not exceeding the invoice value of the goods delivered that gave rise to the complaint, or shall replace the goods delivered without charge on condition that the goods originally delivered be returned. The seller shall not be bound to pay further and/or consequential damages. In relation to claims every partial delivery shall be deemed a separate sale. Any grounds for complaint shall lapse if the goods delivered have been either partially or totally processed and/or adapted.

**11. Force Majeure.** If, in spite of warnings from the seller, the factory or the supplier from where the seller obtains the goods fails, for whatever reason, either to deliver, or to deliver on time, or to deliver properly, this shall be deemed a case of *force majeure* by the



purchaser relative to the seller. The seller shall not assume any liability for this relative to the purchaser. In cases of floating ice, strikes, measures imposed by civil or military authorities, supply delays, industrial disputes, prohibition of export, civil disorder, war, mobilisation, transport hindrances, hindrances restraining export and/or import and all cases of *force majeure*, the seller shall be authorised at his own discretion to annul the sale in so far as this is affected by the impediment. Within a maximum of 8 days after the purchaser has made a written request, the seller shall be obliged to notify the latter of his decision.

**12. Exchange Risk.** Fluctuations exceeding 3% in the exchange rate or in the value in gold of foreign or Dutch currencies that have occurred after the sale has been agreed and before the goods have been fully delivered shall confer upon the seller the right to increase the sales price in proportion to the exchange rate fluctuation or, should the seller so prefer, and insofar as the goods have not been delivered, to annul the sale without any obligation to pay any form of damages.

**13. Payment.** In so far as not stated otherwise, the purchaser shall be bound to effect payment no later than 10 days following date of invoice. In the case of late payment, the purchaser shall, by due operation of law, be liable to a rate of interest of 1% per month calculated on the outstanding sum as from the due date. Even if the sale has been agreed on other conditions, the seller at all times reserves the right to despatch the goods on cash on delivery or to require payment in advance. Even in the case of a dispute over the debt, the purchaser shall, without delay upon the seller's request, be bound to provide full surety for the purchase price.

**14. Recovery and Legal Charges.** If, as a consequence of late payment, the seller has passed on his receivable for collection, the purchaser shall be liable for all consequent legal and extra-legal charges.

**15. Breach of Contract by Purchaser.** Where the purchaser does not observe his obligations, the seller shall be authorised, without warning nor obligation to serve notice of default, to annul the sale and in addition to demand payment of damages. If the purchaser does not observe his obligations, the seller shall have the right to suspend the execution of all agreements then in force with any intermediaries until such time as the purchaser observes his obligations. Other rights shall remain unimpaired.

**16. Applicable Law.** The law of the Netherlands shall apply to all offers and contracts of sale.

**17. Varying Clauses or Conditions.** Supplementary or varying clauses or conditions shall only be valid if these have been confirmed in writing by the seller. If the purchaser wishes to declare valid other general conditions which are

at variance from these general conditions, then in cases of dispute these general conditions shall prevail.