

GENERAL TERMS AND CONDITIONS OF SALE OF PLATO WOOD B.V.
including the terms and conditions for the contract processing of wood

Article 1 – Definitions

In these General Terms and Conditions, the following definitions apply:

- a. Seller: Plato Wood B.V. and its affiliated companies that declare these General Terms and Conditions applicable.
- b. Buyer: any natural person, legal entity or partnership acting in the course of a profession or business that enters into or intends to enter into a Legal Relationship with the Seller.
- c. Goods: all wood products, sheet materials, semi-finished products, auxiliary materials and other goods supplied or to be supplied by the Seller, whether from stock, incoming, made to measure or purchased or produced specifically for the Buyer.
- d. Contract Processing: any form of work carried out by or on behalf of the Seller, such as processing or treatment, including sawing, planing, sanding, milling, drying, thermal modification, platonising, profiling, colouring, coating, fire-retardant treatment and other forms of Contract Processing or finishing, whereby the Goods to be processed are supplied by the Buyer.
- e. Legal Relationship: any offer, quotation, order, order confirmation, agreement, delivery and any other legal relationship between the Seller and the Buyer, whether or not established through the intervention of an agent or other intermediary.
- f. Written: communications sent by letter, unless the Seller has expressly confirmed in Writing in advance that the communication in question may also be made by email.
- g. Product Instructions: all instructions, processing instructions, installation instructions, maintenance instructions, storage instructions, warranty conditions and technical specifications provided or declared applicable by the Seller.

Article 2 – Applicability and Formation of the Agreement

- 1. These General Terms and Conditions, including the Product Instructions, apply to all Legal Relationships and other statements made by the Seller and the Buyer, whether or not established through the intervention of an agent or other intermediary. These General Terms and Conditions apply to all activities of the Seller, regardless of whether they concern the sale and delivery of Goods or the provision of (additional) services.
- 2. The applicability of any general terms and conditions, purchasing conditions or other provisions of the Buyer is expressly rejected, even if the Buyer refers to them and even if those conditions contain a provision intended to give them precedence. These General Terms and Conditions, as well as the maintenance instructions, installation instructions and Product Instructions, are available on the website <http://www.platowood.nl>. The Seller may amend these General Terms and Conditions from time to time. The new version of the General Terms and Conditions shall apply in relation to the Buyer from the moment it is published on the aforementioned website of the Seller.
- 3. Deviations from and additions to these General Terms and Conditions shall only be binding on the Seller if confirmed in Writing by an authorised representative of the Seller.
- 4. Offers made by the Seller are always without obligation and may be revoked by the Seller after acceptance by the Buyer, provided that the revocation takes place promptly after receipt of the acceptance. The Seller shall at all times be entitled to refrain from making delivery in whole or in part without thereby becoming liable for damages. In such a case, the Buyer shall only be entitled to cancel the delivery of the part not yet performed

by giving Written notice within two working days. If such cancellation takes place, the agreed price stipulated in the Legal Relationship shall be reduced in proportion to the unperformed part of the delivery, based on a calculation made by the Seller.

5. An agreement shall only be formed upon the Seller's Written order confirmation or when the Seller has commenced performance of the order.

6. If the Buyer does not submit a reasoned Written objection to the contents of an order confirmation or sales confirmation within two working days of it being sent, the Buyer shall no longer be entitled to object to its contents. If the Buyer wishes to amend an order, the Seller shall determine to what extent and under which conditions this is possible. In the event of an amendment, the Buyer shall in any case reimburse the Seller for any resulting costs.

7. The Seller shall make these General Terms and Conditions available electronically in a manner that allows the Buyer to store them for future reference. The Buyer accepts that this method of provision is sufficient.

8. The order of precedence of the contractual documents is as follows: (i) the Seller's Written order confirmation or separate agreement, (ii) the Seller's product specifications and Product Instructions, and (iii) these General Terms and Conditions.

Article 3 – Prices, Currency and Cost Factors

1. All prices quoted by the Seller are exclusive of VAT, levies, import duties, packaging, transport, insurance, certification costs, surcharges, Contract Processing costs and other costs imposed by government authorities or third parties, unless otherwise agreed in Writing.

2. If, after the agreement has been formed but before it has been fully performed, one or more cost-determining factors change, including exchange rates, wood and raw material prices, energy prices, labour costs, transport costs, import costs, insurance premiums, taxes, levies, certification costs or supplier surcharges, the Seller shall be entitled to adjust the price accordingly.

3. If a price increase as referred to in paragraph 2 exceeds fifteen per cent and is not the result of an amendment requested by the Buyer, the Buyer shall be entitled to cancel the part of the agreement not yet performed within two working days of receiving Written notice. In such a case, the Buyer shall under no circumstances be entitled to compensation.

4. In the case of sale of Goods in transit, the agreed price is based on the cost factors applicable at the time the agreement is concluded, including export duties in the region of origin, freight, insurance, unloading costs, import duties, taxes, levies and other government-imposed or supply-chain costs. Any changes or differences in these cost factors between the date on which the agreement is concluded and the date of dispatch, arrival or delivery shall be credited or charged to the Buyer, respectively.

Article 4 – Delivery, Transport, Risk and Returns

1. Unless otherwise agreed in Writing or in the case of a sale of Goods in transit, deliveries shall be made Ex Works at the agreed warehouse location or the Seller's place of business (Incoterms 2020). War and civil commotion risks shall at all times be borne by the Buyer.

2. If the Seller delivers carriage paid, the risk shall remain with the Seller until the Goods arrive at the agreed unloading location, on the understanding that the Seller's delivery obligation shall not extend beyond the place that the vehicle can reasonably reach via properly accessible and passable terrain, or that the vessel can reasonably reach via properly navigable waters. The Buyer is obliged to accept the Goods there immediately and to unload them without delay at its own expense and risk. Waiting times, inadequate accessibility, unsuitable equipment and all associated costs and risks shall be borne by the Buyer.

3. In the case of direct supply, import, delivery of Goods in transit or delivery through third parties from the Netherlands or abroad, the risks of late arrival, non-arrival, insufficient availability, deviations in grading, quality, dimensions or quantity, as well as risks arising during transit, shall be borne by the Buyer, insofar as permitted by law. If the shipper, supplier, producer, agent or other third party from whom or with whose assistance the Seller obtains the Goods fails, in whole or in part, to fulfil its obligations, the Seller shall be entitled to suspend, amend or terminate the agreement in whole or in part, or to cancel the order, without being liable for any compensation.
4. The Seller shall determine the method of transport, packaging and dispatch, unless otherwise agreed in Writing.
5. Partial deliveries are permitted. Each partial delivery may be invoiced separately. The Seller shall be entitled to suspend further partial deliveries for as long as an invoice relating to an earlier partial delivery has not been paid in full.
6. Returns are permitted only with the Seller's prior Written consent and exclusively subject to conditions determined by the Seller. The Seller is not obliged to accept returns. All return costs, including the costs specified by the Seller and reasonably required, shall be borne by the Buyer.
7. Goods that have been used, processed, sawn, treated, modified, mixed or are otherwise no longer in their original condition shall never be accepted for return.
8. Unless otherwise agreed in Writing, customary packaging shall not be taken back by the Seller. Reusable packaging shall only be taken back if and insofar as this has been expressly agreed in Writing and provided that such packaging is returned to the Seller in good condition, carriage paid and at the Buyer's expense and risk. The Seller shall under no circumstances owe any reimbursement for packaging taken back.
9. If the available stock of the Seller or its suppliers is insufficient, or if it cannot be replenished or replaced on time or under the same conditions, the Seller shall be entitled to extend the delivery period, suspend, amend or terminate the agreement in whole or in part, or cancel the order in whole or in part, without thereby becoming liable for damages.
10. If the replenishment, replacement or repurchase of stock is only possible at higher costs, the Seller shall be entitled to charge these higher costs to the Buyer in full. If the Buyer does not agree to this, the Seller shall be entitled to terminate or cancel the agreement in whole or in part, without being liable for any compensation. In such a case, the Buyer shall only be entitled to cancel the part not yet performed by giving Written notice within two working days.

Article 5 – Delivery Times and Call-Off Orders

1. Delivery times, Contract Processing periods or performance periods stated by the Seller are always approximate and shall never be regarded as strict deadlines.
2. Exceeding a delivery time shall not entitle the Buyer to compensation, suspension, termination or non-performance, except in the event of intent or deliberate recklessness on the part of the Seller's managerial staff.
3. In the case of delivery on demand, the Seller shall be entitled to invoice the agreed Goods fourteen days after the order confirmation, even if the Buyer has not yet called off the entire order.
4. If the Buyer has not called off the entire order within three months, the Seller shall be entitled to give the Buyer a final deadline in Writing. If the Buyer fails to comply with that deadline, the Seller shall be entitled to store, deliver or sell the Goods, or otherwise dispose of them, at the Buyer's expense and risk, without prejudice to the Seller's right to full compensation. All resulting costs and losses, including in any event storage costs, handling costs, additional transport costs, depreciation, price differences, interest, costs of sale to third parties and loss of profit, shall be borne in full by the Buyer. As an incentive for performance, the Seller shall be entitled

to charge an immediately payable fee of at least 20% of the net order value, subject to a minimum of EUR 1,000, without prejudice to its right to compensation for the actual loss insofar as this is higher.

Article 6 – Inspection, Duty to Notify and Lapse of Rights

1. The Buyer is obliged to inspect the Goods carefully immediately upon delivery for quantities, type, packaging, visible defects, transport damage, moisture, dimensions, grading and other directly observable deviations.
2. Complaints concerning quantities, defects, transport damage or deviations must be noted immediately on the consignment note, delivery note or comparable document and must be submitted to the Seller in Writing, stating the reasons, no later than two working days after delivery. Failing this, the Goods delivered shall be deemed to have been accepted unconditionally and to conform to the agreement, and any related claim by the Buyer shall lapse.
3. Non-visible defects must be reported to the Seller in Writing and in detail immediately after discovery, but no later than five working days after discovery and, in all cases, within 30 days after delivery. Failing this, any claim shall lapse.
4. All rights of the Buyer in respect of alleged defects shall lapse if the Goods have been processed, modified, sawn, planed, dried, thermally modified, treated, installed, mixed, resold or otherwise put into use, in whole or in part.
5. Submitting a complaint shall never release the Buyer from its payment obligations. Suspension, withholding and set-off by the Buyer are excluded.
6. If a complaint is justified, the Seller shall, at its sole discretion, only be obliged to replace or repair the Goods, credit the relevant part of the invoice or pay compensation up to the invoice value of the relevant part. Any further or other liability is excluded. If a complaint is unfounded, the Buyer must reimburse all costs incurred and losses suffered by the Seller in connection with the complaint.
7. The Seller shall never be liable for defects or damage that arise or first become apparent as a result of storage, transport, acclimatisation, fluctuations in moisture or temperature, ventilation, incorrect or improper use, use contrary to the Product Instructions, the natural movement of wood, or use for a purpose other than that for which the Goods supplied were expressly agreed in Writing. In the case of a complaint other than one referred to in paragraph 2 above, the Buyer must demonstrate that the Goods were stored correctly after receipt and that the aforementioned circumstances could not have caused the complaint before the Seller will consider it.
8. If a complaint cannot be attributed solely to the Seller, but may also result from, for example, the manner in which the Goods were processed, such as the application of a coating system or the coating system itself, the Seller shall not be liable. The Seller shall assist the Buyer in communications with other parties, such as coating-system suppliers and users, insofar as may reasonably be expected. Such assistance shall not constitute an acknowledgement of liability.
9. The provisions concerning liability set out in paragraphs 6, 7 and 8 above are further elaborated in Article 10.

Article 7 – Product-Specific Quality, Tolerances and Processing

1. Wood, wood products and thermally modified or otherwise treated Goods are natural and/or technically processed products. The Buyer accepts that variations may occur in, among other things, colour, texture, knots, resin, grain, cracking, natural movement, warping, weight, density, moisture content, dimensions, surface texture and ageing. Powdery deposits may occur but will normally disappear when exposed to water, such as

rain. Such variations shall not constitute defects and shall not entitle the Buyer to submit a complaint, suspend or terminate the agreement, demand replacement or repair, claim a price reduction or seek compensation.

2. Samples, images, models, specifications, technical data sheets, advice and examples provided by the Seller are intended solely as general indications and shall not be exactly binding on the Seller, unless expressly agreed otherwise in Writing.

3. The Buyer is responsible for determining whether the Goods are suitable for its intended use, as well as for their correct storage, acclimatisation, ventilation, processing, fastening, installation and finishing, and for compliance with applicable standards and Product Instructions. The Buyer warrants that only coating systems from recognised suppliers will be used and that these coating systems will be applied correctly.

4. Cladding, thermally modified products and other Goods are subject to the Product Instructions applied by the Seller, where available. These instructions are intended, among other things, to prevent or limit damage, deformation, discolouration, cracking, moisture problems, incorrect fastening, incorrect application and other adverse effects. The Product Instructions may, for example, contain further instructions for installation and other forms of processing, as well as requirements that the installation or other forms of processing must meet. Any deviation from these Product Instructions shall therefore be entirely at the Buyer's risk and shall cause any claim against the Seller to lapse.

5. Cladding shall be subject exclusively to the Seller's warranty conditions for cladding. These warranty conditions form part of the Product Instructions and apply exclusively to that specific application.

Article 8 – Force Majeure and Change of Circumstances

1. Force majeure shall include any circumstance beyond the Seller's reasonable control that temporarily or permanently prevents performance or makes performance unreasonably burdensome, including fire, frost, water damage, operational disruptions, machinery breakdowns, power outages, cyber incidents, transport restrictions, shortages of wood or raw materials, delays or defaults by suppliers or other third parties, import and export restrictions, sanctions, government measures, war, terrorism, pandemics, strikes and extreme weather conditions.

2. Force majeure shall also include any measure, instruction, intervention or enforcement action by a government authority or a supervisory, regulatory or inspection body, including the Netherlands Food and Consumer Product Safety Authority (NVWA), as well as any change in applicable laws and regulations, policies, interpretations, enforcement practices, permits, certification requirements, inspection requirements or other public-law regulations, as a result of which the import, export, storage, Contract Processing, trade, delivery or use of the Goods is prevented, restricted, delayed, impeded or made more burdensome from an economic or operational perspective.

3. In the event of force majeure, the Seller shall be entitled to suspend performance, amend the agreement or terminate or cancel it in whole or in part, without being liable for any compensation.

4. The Seller shall furthermore be entitled to make reasonable changes to the performance of the agreement, including changes to the type of material, country of origin, supplier, wood species, grading, dimensions, specifications, method of Contract Processing, treatment, certification, packaging, method of transport, method of delivery, planning or phasing, if the Seller considers this necessary or desirable in connection with a circumstance as referred to in paragraphs 1 and 2 or otherwise due to changed circumstances. Such changes shall not entitle the Buyer to terminate or suspend the agreement or to claim a price reduction or compensation.

5. If a circumstance as referred to in paragraphs 1 and 2 results in increased costs or other adverse consequences for the Seller, the Seller shall be entitled to adjust the agreed price accordingly. In such a case, the Buyer shall only be entitled to cancel the part of the agreement not yet performed by giving Written notice within two working days after Written notification of the price adjustment, subject to reimbursement of the costs already incurred by the Seller. Failing this, the Buyer shall be deemed to have agreed to the price adjustment.

Article 9 – Retention of Title and Security Rights

1. All Goods delivered and to be delivered by the Seller shall remain the exclusive property of the Seller until the Buyer has paid everything that it owes or will owe to the Seller under any Legal Relationship whatsoever. The retention of title contained herein shall also extend to new goods created using the Goods.
2. For as long as title has not passed to the Buyer, the Buyer may only resell the Goods in the ordinary course of its business. Encumbering the Goods, transferring title other than through an ordinary resale, processing the Goods other than in the ordinary course of business and granting any security right over the Goods are prohibited.
3. The Buyer is obliged to store and administer the Goods supplied subject to retention of title separately, recognisably and with proper identification, and to protect them against damage, destruction and mixing.
4. At the Seller's first request, the Buyer undertakes to cooperate fully in pledging all of the Buyer's present and future claims against third parties arising from the resale of Goods supplied subject to retention of title, as security for everything that the Seller has or will have to claim from the Buyer on any grounds whatsoever. To this end, the Buyer shall, where necessary, grant a power of attorney and perform all required acts. In the event of resale, the Buyer is obliged to bind its customer contractually to a legally valid and enforceable retention-of-title clause. Upon resale, the Buyer is obliged to state expressly on all its invoices and delivery documents that the relevant Goods originate from a delivery subject to retention of title and that the resale receivables have been pledged to the Seller. The Buyer warrants that these obligations are agreed with its customer in a legally valid and enforceable manner and shall fully indemnify the Seller against all losses, costs and other adverse consequences arising from non-compliance. At the Seller's first request, the Buyer is obliged to provide full cooperation and any information required by the Seller to exercise its rights and recover the Goods, including information concerning the location, storage location, identification, quantity, condition and resale of the Goods and the third parties involved.
5. If the Buyer fails to fulfil any obligation, experiences payment difficulties or the Seller has good reason to fear that the Buyer will not fulfil its obligations, the Seller shall be entitled to recover the Goods immediately and exercise its security rights. For this purpose, the Buyer hereby grants the Seller irrevocable permission in advance and shall provide the required cooperation to enter all premises, buildings, storage locations and means of transport where the Goods are located.
6. The Seller shall be entitled to transfer the retained title and the associated rights to one or more third parties, to whom the same rights and obligations shall then apply. However, whether the condition precedent referred to in paragraph 1 is fulfilled shall remain dependent on whether the obligations towards the Seller, or at least its successor by universal title or—in the case of assignment—by particular title, have been fulfilled in full.
7. If the Buyer breaches the provisions of paragraphs 1 to 5 of this Article, it shall, without further notice of default and as an incentive for performance, forfeit to the Seller an immediately payable penalty of EUR 1,000 per breach, as well as EUR 250 per order for each day or part of a day that the breach continues, without prejudice to any other rights of the Seller, including the right to full compensation.

Article 10 – Liability, Insurance and Indemnification

1. The Seller shall not be liable for any loss, on any grounds or of any nature whatsoever, including direct loss, indirect loss, consequential loss, business interruption loss, loss due to operational disruption, loss caused by delay, loss of profit, loss of anticipated savings and third-party claims, if and insofar as such loss results from the Seller having relied on incorrect, incomplete, defective or untimely data, specifications, drawings, calculations, instructions, materials or other information provided by or on behalf of the Buyer, unless there is intent or deliberate recklessness on the part of the Seller's managerial staff.

2. The Seller shall only be liable for direct loss that is the direct and exclusive result of an attributable failure by the Seller. The Seller's total cumulative liability, on any grounds whatsoever, shall be limited to a maximum of EUR 5,000 per consecutive twelve-month period, regardless of the number of orders, partial deliveries, invoices, loss events or claims. All related loss events, occurrences and claims shall be regarded as a single claim within that period. Furthermore, the Seller's liability shall never exceed the invoice value of the part to which the liability relates or, if lower, the amount actually paid out under the Seller's liability insurance in the relevant case.
3. Direct loss shall exclusively mean: (a) the reasonable costs of determining the cause and extent of the loss, insofar as such determination relates to loss within the meaning of these General Terms and Conditions; (b) the reasonable costs incurred to bring the Seller's performance into conformity with the agreement, insofar as these costs are attributable to the Seller; and (c) the reasonable costs incurred to prevent or limit loss, provided, in respect of (a), (b) and (c), that the Buyer demonstrates by means of Written documents that these costs resulted in the limitation of direct loss as referred to in these General Terms and Conditions.
4. The Seller shall never be liable for indirect loss, consequential loss, loss caused by delay, loss due to operational disruption, loss of revenue, loss of profit, loss of anticipated savings, third-party claims, product recall costs, fines, environmental damage, reputational damage or the Buyer's internal and external costs, including legal costs.
5. The Seller shall likewise not be liable for loss resulting from the natural characteristics of wood or wood products, incorrect storage or processing, incorrect humidity or temperature, exposure to weather conditions, incorrect installation, failure to comply with the Product Instructions or use for a purpose for which the Goods are not objectively suitable.
6. The Buyer shall arrange adequate commercial and/or professional liability insurance and, where appropriate, insurance cover for storage, transport, Construction All Risks (CAR) and product liability. The Seller shall be entitled to request proof thereof.
7. The Buyer shall fully indemnify the Seller against all third-party claims, including claims by the Buyer's customers, end users, processors, supervisory authorities and insurers, relating to or arising from the storage, Contract Processing, processing, installation, application, resale or use of the Goods, insofar as such claims were not directly and exclusively caused by intent or deliberate recklessness on the part of the Seller's managerial staff. If a third party brings a claim against the Seller in respect of a risk or indemnity to be borne by the Buyer, the Buyer shall immediately provide the Seller with full assistance both in and out of court, take all measures required by the Seller and reimburse all costs incurred by the Seller. Failing this, the Seller shall be entitled, without further notice of default, to take at the Buyer's expense any measures it reasonably considers necessary. All resulting costs, losses and adverse consequences shall be borne entirely at the Buyer's expense and risk.
8. The Buyer shall reimburse the Seller in full for all costs reasonably incurred by the Seller, both judicial and extrajudicial, if and insofar as such costs relate to establishing, protecting, exercising or enforcing any claim or right of the Seller under the agreement or these General Terms and Conditions, including costs relating to performance, compensation, penalties, debt collection, attachment, recovery, surrender, retention of title, security rights and legal or other expert assistance.
9. The limitations set out in this Article shall not apply insofar as the loss results from intent or deliberate recklessness on the part of the Seller's managerial staff.

Article 11 – Suspension, Termination and Provision of Security

1. The Seller shall be entitled to suspend its obligations in whole or in part, require additional security, demand advance payment or terminate the agreement in whole or in part if the Buyer fails to fulfil any obligation towards the Seller, fails to do so on time or fails to do so in full, or if the Seller has good reason to fear that the Buyer will fail to fulfil its obligations.

2. If, due to any delay or other circumstance on the Buyer's part, the Seller can no longer reasonably be required to perform under the originally agreed conditions, the Seller shall be entitled to terminate or cancel the agreement in whole or in part, suspend it or amend its conditions, without being liable for any compensation.
3. Circumstances that shall in any event constitute good reason to fear non-performance include: the announced or actual attachment of the Goods, payment arrears, attachment, a bankruptcy application, bankruptcy, an application for or commencement of proceedings under the Dutch Court Approval of a Private Composition Act (WHOA), an application for or granting of a suspension of payments, an application for or commencement of liquidation, steps towards the cessation of business operations, withdrawal of credit insurance, adverse credit information, a material deterioration in the Buyer's financial position or any other fact from which the Seller may reasonably infer that recovery or performance is at risk.
4. In the circumstances referred to in this Article, all claims of the Seller against the Buyer shall become immediately due and payable in full.
5. If the Seller terminates, cancels or suspends the agreement in whole or in part, or amends its conditions, it shall not be liable for any compensation. In such a case, the Buyer shall be obliged to compensate the Seller in full for all direct and indirect loss suffered and yet to be suffered by the Seller, including loss of profit, costs and depreciation.
6. If the agreement is terminated, the Seller's claims against the Buyer shall become immediately due and payable.

Article 12 – Payment, Interest, Debt Collection, Invoice Disputes and Set-Off

1. Payment must be made within fourteen calendar days of the invoice date, without any deduction, discount, set-off, suspension or withholding, unless otherwise agreed in Writing.
2. Objections to invoices must be submitted to the Seller in Writing, stating the reasons, within five calendar days of the invoice date. Failing this, the invoice shall be deemed to have been accepted by the Buyer. An objection to an invoice shall not suspend the payment obligation.
3. In the event of late payment, the Buyer shall be in default by operation of law and shall owe interest from the due date at a rate of 1.5% per month, whereby part of a month shall be regarded as a full month, without prejudice to the Seller's right to claim the statutory commercial interest rate if this is higher.
4. All extrajudicial and judicial costs incurred in obtaining payment, whether out of court or through legal proceedings, shall be borne in full by the Buyer. The extrajudicial costs shall be deemed to amount to at least 15% of the outstanding amount, subject to a minimum of EUR 250, without prejudice to the Seller's right to claim the actual costs if these are higher.
5. Payments made by the Buyer shall first be applied towards costs, then towards interest, subsequently towards any due and payable penalties and compensation, and only thereafter towards the principal sum, with the oldest outstanding amounts being paid first.
6. The Seller shall at all times be entitled to set off any amount it claims from the Buyer, whether or not due and payable, against any amount the Buyer claims to be owed by the Seller, whether or not due and payable. The Buyer waives any right of set-off and suspension.

Article 13 – Cancellation by the Buyer

1. Cancellation by the Buyer is only possible with the Seller's prior Written consent. The Seller shall never be obliged to agree to a cancellation.
2. If the Seller agrees to a cancellation, the Buyer shall owe at least: (a) all costs already incurred; (b) all costs relating to materials and Goods purchased, reserved or produced; (c) all transport, storage, preparation and

disposal costs; and (d) the reserved production capacity and labour time, as well as all other costs reasonably incurred by the Seller.

3. In the event of cancellation more than twenty-four hours after the Written order confirmation, the cancellation fee shall amount to at least EUR 250 excluding VAT, in addition to the amounts referred to in paragraphs 2 and 4.

4. If, at the time of cancellation, production, Contract Processing, sawing, drying, thermal modification, treatment, special transport, purchase of Goods in transit or preparation of customised work has already taken place or been scheduled, or if the Goods have been purchased, produced, made to measure, processed, dried, thermally modified, painted or profiled specifically for the Buyer, or otherwise fall outside the regular stock, the Buyer shall owe the Seller the full invoice value of the cancelled part, unless the Seller has expressly indicated in Writing that it will deviate from these General Terms and Conditions.

5. Cancellation shall be without prejudice to all other rights of the Seller, including the right to performance and compensation.

Article 14 – Contract Processing

1. If, on the Buyer's instructions, the Seller processes, colours, fire-retardant treats or otherwise treats, dries, coats, thermally modifies or platonises Goods belonging to the Buyer or third parties, carries out planing, milling or sanding work, or performs other work (in short: if Contract Processing takes place), this shall be carried out entirely at the Buyer's expense and risk. This shall also apply to all consequences of data, drawings, designs, calculations, specifications, instructions or directions provided by or on behalf of the Buyer, including requirements relating to the choice of materials, application, construction, processing, finishing or the use of materials, working methods or components prescribed by the Buyer.

2. The Buyer warrants that the Goods supplied are suitable for the requested Contract Processing or treatment. The Seller shall not be liable for cracking, warping, colour changes, resin exudation, dimensional changes, breakage, stress reactions, deterioration in quality or other characteristics related to the nature or condition of the material supplied or to the requested Contract Processing. The Seller does not inspect the quality of the Goods supplied and provides no warranty regarding their quality following Contract Processing. The Seller is also not responsible for the certification of the Goods or other additional services.

3. The Seller is not obliged to insure the Goods supplied by the Buyer against any risk. Storage and Contract Processing shall take place at the Buyer's expense and risk.

4. The Buyer must deliver the Goods to be processed on time, properly packaged and in closed batches, and collect them within ten days of notification that they are ready. Storage costs shall be borne by the Buyer from ten days after such notification. In the event of late delivery or collection, the Seller shall furthermore be entitled to charge waiting costs and any other resulting loss.

5. The Seller may have the Contract Processing or other work performed in whole or in part by third parties. The same conditions set out in this provision and these General Terms and Conditions shall apply to the work performed by these third parties. Both the Seller and such third parties may invoke these conditions against the Buyer.

6. These General Terms and Conditions shall apply in full to Contract Processing and other work, whether or not performed in whole or in part by third parties, unless the Seller expressly confirms otherwise in Writing or this Article or the definition of Contract Processing in Article 1 indicates otherwise.

Article 15 – Confidentiality and Intellectual Property

1. All information provided by or on behalf of the Seller to the Buyer, such as Product Instructions, offers, designs, images, instructions or knowledge, regardless of its nature or form, shall be confidential. The Buyer

shall use this information solely in accordance with the purpose for which it was provided under the agreement. The Buyer shall not disclose or reproduce the information. If the Buyer breaches an obligation under this paragraph, it shall owe an immediately payable penalty of EUR 10,000 per breach as an incentive for performance. The Seller may claim this penalty in addition to compensation.

2. At the Seller's first request, the Buyer must, within a period specified by the Seller and at the Seller's discretion, return the information referred to in paragraph 1 or destroy it in a manner determined by the Seller, without retaining a copy. If the Buyer breaches this provision, it shall owe the Seller an immediately payable penalty of EUR 1,000 per day as an incentive for performance. The Seller may claim this penalty in addition to compensation.

3. The Seller shall be regarded as the author, designer, originator or inventor of the Goods or other creations developed in connection with the agreement, such as Product Instructions, special instructions and processes. The Seller shall have the exclusive right to apply for a patent, trademark or registered design.

4. In performing the agreement, the Seller shall not transfer any intellectual property rights to the Buyer.

5. The Seller shall not be liable for any loss suffered by the Buyer as a result of an infringement of third-party intellectual property rights. The Buyer shall indemnify the Seller against any third-party claim relating to an infringement of intellectual property rights.

Article 16 – Assignment, Evidence, Governing Law and Disputes

1. The Seller shall be entitled to transfer or encumber its rights and obligations under the agreement in whole or in part. Insofar as necessary, the Buyer hereby agrees in advance to provide its cooperation.

2. Without the Seller's Written consent, the Buyer shall not be entitled to transfer or encumber its rights or obligations under the Legal Relationship in whole or in part, including by means of a transfer of contract as referred to in Article 6:159 of the Dutch Civil Code, a pledge or an assignment. This clause shall have property-law effect.

3. The Seller's records, order confirmations, packing slips, measurement records, weighbridge tickets, production records, digital records and other data shall constitute conclusive evidence of the content and performance of the agreement, subject to rebuttal evidence provided by the Buyer insofar as mandatory law precludes otherwise.

4. If any provision of these General Terms and Conditions is void, voidable or unenforceable, the remaining provisions shall remain in full force and effect. The Seller shall be entitled to replace the relevant provision with a legally valid provision that corresponds as closely as possible to the purpose and intent of the original provision.

5. All offers, agreements, deliveries, Contract Processing activities and other Legal Relationships of the Seller shall be governed exclusively by Dutch law.

6. If the Buyer wishes to initiate a dispute against the Seller, it must first notify the Seller thereof in Writing. Within ten (10) working days of receiving such notification, the Seller must state in Writing whether the dispute will be settled by the competent court or by arbitration in accordance with the then-applicable rules of the Dutch Arbitration Board for the Building Industry.

If the Seller does not communicate its choice in Writing within the specified period, the Buyer shall be entitled to submit the dispute to the competent court or to arbitration in accordance with the aforementioned rules. If the Seller itself wishes to initiate a dispute, it shall at all times be entitled, at its sole discretion, to submit the dispute to the competent court or to arbitration in accordance with the aforementioned rules. Insofar as a dispute is submitted to the competent court, the court in the district where the Seller has its registered office shall have exclusive jurisdiction, without prejudice to the Seller's right to submit the dispute to any court having jurisdiction by law.

7. In all cases, the Seller reserves the right to apply to the ordinary courts for interim relief, protective measures and measures to enforce its rights, including attachment, debt collection and the exercise of retention of title.