

SALES CONDITIONS PLATO WOOD B.V. TE ARNHEM
 Including additional conditions for contract work

Article 1 OFFERS AND CONFIRMATIONS

- a. In these General Conditions
- "buyer" means the prospective buyer / the buyer or processor
 - "seller" Plato Wood BV Arnhem, The Netherlands
 - "contractor" Plato Wood BV Arnhem, The Netherlands
- b. All offers are without obligation, unless the contrary is agreed upon.
- c. Purchase agreements which have been concluded through the intermediary of representatives or intermediaries shall only become effective following written confirmation by the seller, this under observance of the provisions given in d.
- d. If the correctness of the contents of a written confirmation of sale is not refuted within 2 working days, it shall be binding upon the parties.
- e. These General Conditions of Sale are applicable mutatis mutandis to agreements other than purchase agreements.

Article 2 TRANSPORT, IMPORT DUTIES, LEVIES, TAXES

All overboard sales are made under the express condition that the price(s) is (are) based on the cost factors which apply at the time of the conclusion of the sale, such as: export duties in the area of origin, transport and insurance costs, unloading costs, import duties, levies, taxes. Any advantageous or disadvantageous differences at the time of departure or arrival of the ship, or delivery, as the case may be, shall be for the benefit or for the expense respectively of the buyers.

Article 3 EXCHANGE RATES

In the event of sale or delivery on the basis of supplies, as the case may be, a review of the exchange rates of one or more currencies on which the formation and/or implementation of a transaction is based, shall give the seller the right to charge the price accordingly. If the price is increased on the basis of this provision, the buyer shall be entitled to cancel the order. In that event the cancellation must be made in writing within 2 working days after the seller has notified the buyer of the price increase.

Article 4 DELIVERY AND RISK

- a. In the event of delivery carriage and insurance paid ("franco") the goods shall travel for the account and risk of the seller.
- b. In all other cases the goods shall travel for the account and risk of the buyer.
- c. The risk of molestation shall be for the account of the buyer.
- d. If it has been agreed that the goods shall be delivered on overboard basis, the risk for bad - both quantitative and qualitative -, non-timely arrival and no arrival, and also the risk of and during the supply shall be entirely for the account of the buyer.
- e. If the unloader and/or the person from whom and/or the person through whose intermediary the goods which have been purchased were obtained abroad fails in whole or in part, after a proper demand, in the fulfilment of his obligations, regardless of the reason by virtue of which, or the cause as a result of which, this is done, then the seller shall have the right to cancel the agreement with the buyer.
- f. In the event of delivery carriage and insurance paid ("franco") the seller is obliged to transport the goods to where the means of transport can come across a site which can be driven on properly (or has been made so), or to where the vessel can come through properly navigable waters, as the case may be. The buyer is obliged to take the goods into receipt and to unload them immediately at that place. If the buyer fails to do so, then the costs which arise as a result thereof shall be for its account.
- g. In the event of delivery both "franco" and non-"franco" the seller shall have the choice of the means of transport, unless agreement to the contrary has been made.
- h. Unless agreement to the contrary has been made the customary packaging shall not be taken back by the seller. Re-usable packaging which is fit for use shall only be taken back in return for the price which was charged if this has been expressly agreed upon and the packaging is returned to the seller in good order.

Article 5 DELIVERY TIMES

The delivery times stated shall apply as approximations. If, in the case of delivery on call, no terms have been laid down for the call, the seller shall be entitled to payment 14 days after the order. If a call has not been made, or has not been made for all goods, within 3 months, the seller shall have the right to demand from the buyer in writing that the latter must state a term within which the total quantity will be called, and the buyer shall be obliged to comply with this demand within 5 working days. The term which is to be stated by the buyer following this demand may not exceed a period of 3 months.

Article 6 ACCEPTANCE AND CLAIMS

- a. The check on numbers of items of the goods delivered shall be carried out by the buyer. If a claim is not made immediately on the basis of the number of items delivered, the quantities - stated on the bills of loading, delivery dockets or similar documents - shall be acknowledged as correct. Claims relating to any missing items or damages must, in order to be valid, be noted on the proof of receipt by the buyer and if possible must be determined officially.
- b. Claims based on quality or deviations from the specifications must be submitted as quickly as possible, but at the latest within 2 working days after receipt by the buyer, in writing to the seller; after this term has passed such claims will no longer be dealt with. The buyer shall no longer have a right to make a claim if the goods which it has bought which have been sawn for it and/or by it, or processed - including drying - did not give any cause for submitting claims on the basis of quality or specifications before they were sawn or processed, as the case may be.
- c. No claims shall be accepted for batches which have been partially used or which have been processed in whole or in part, as the case may be.
- d. Claims shall not give the buyer any right to postpone its payment, and compensation of debts is expressly excluded.
- e. If the claim is well-founded the seller shall, as it chooses, either pay a fair compensation of damages of a maximum of the invoice value of the part of the goods which have been delivered for which a claim has been made, or shall replace the goods after the goods which were originally delivered have been returned. The seller shall not be obliged to pay further compensation of damages. Indirect damages shall never be compensated.
- f. Damage related claims and/or (additionally) made costs and/or penalty clauses consequential from whatever cause and by any party at the address of Plato Wood B.V. will not be acknowledged.

Article 7 QUALITY

Unless provisions to the contrary are made expressly upon sale, the regular Plato quality and sizes will be delivered.

Article 8 FORCE MAJEURE

Circumstances outside of the powers and the actions of the seller, which are of such a nature that compliance or further compliance with the agreement can no longer reasonably be demanded of the seller, such as ice, special weather conditions, strikes, government measures, delays in supplies, export prohibition, war, mobilisation, transport obstructions, including the lack of or withdrawal of means of transport, export obstructions, import obstructions and all other circumstances which seriously obstruct the performance of the agreement, shall apply as force-majeure. In the event of force majeure the seller shall be entitled, as it chooses, either to extend the delivery time by the duration of the obstruction, with a maximum period, however, of six months, or to cancel the purchase agreement to the extent that this is effected by the obstruction. If the buyer demands the seller to do so in writing, the seller shall be obliged to state its choice within 5 working days.

Article 9 RESERVATION OF TITLE

- a. The seller reserves the title to all goods which have been delivered, until all of its claims on the buyer with regard to the goods delivered to the buyer by the seller, or work which has been or is to be carried out for the benefit of the buyer, by virtue of the agreement concerned, and also with regard to default of the buyer in the performance of the agreement concerned, have been timely paid.
- b. As long as the title to the goods has not passed over to the buyer the latter may not pledge the goods, plane/stain or transfer the title thereto to third parties or award any other rights thereon, except for the provisions in the following paragraph.
- c. The buyer shall be permitted to sell and deliver goods which have been delivered under the reservation of title to third parties within the framework of its normal business operations. The buyer is obliged to keep and conserve the goods which have been delivered under the reservation of title with all due care and as the recognizable property of the seller. In the event of sale and/or delivery by the buyer to third parties within the framework of its normal business operations, and also in the event of transgression of the above provisions, the purchase price shall become immediately claimable in full, regardless of any stipulations to the contrary.
- d. The seller which avails itself of the reservation of title shall be awarded access to the goods which it has delivered. To the extent that it is necessary the buyer irrevocably authorizes the seller to exercise its right of re-possession.

Article 10 PAYMENT

- a. Payment must be done by the buyer without deduction, discount of debt settlement, within 14 days after the invoice date, except otherwise agreed.
- b. If the payment has not been made within 14 days after the invoice date, then the buyer shall owe interest. The interest rate is that of the legal interest for trade transactions. This interest is calculated for the period between 14 days after the invoice date and the date of receipt of the purchase price by the seller. The interest shall be due without any notice in default having been sent by the seller.
- c. The costs of recovery shall be for the account of the buyer, which shall always be set at 15% of the amount which is to be claimed, without prejudice to the extra costs which arise for the buyer if arbitration or court proceedings have to be brought.
- d. If the buyer is in default towards the seller in making payment, the latter shall have the right to postpone the further implementation of all agreements connected therewith until that payment has been made while - if agreement to the contrary was made - payment in cash may be demanded for the further delivery.
- e. If the seller receives clear indications before or during the implementation of a purchase agreement of insufficient or reduced credit worthiness of the buyer, then the seller shall have the right not to deliver or not to make further deliveries, unless security has been put up at its request and to its satisfaction by the buyer for the correct payment of the purchase price, regardless of whether this was to be made in cash or any term after delivery had been given therefore. In this latter event the seller may, on pain of the purchase price for materials which have already been delivered becoming immediately due and any further deliveries being stopped, also demand security in the period between delivery and payment.
- f. If the buyer is in default in making payment and the seller re-possesses the goods which have been delivered on that account, availing itself of the reservation of title referred to in article 9, then the costs thereof shall be for the account of the buyer.
- g. All payments must be made effectively in Dutch currency (Euro), unless the seller designates another currency in which the agreements concluded with the seller must be implemented. In that event the buyer shall be obliged to make effective payment in that currency and shall not be entitled to make payment in another currency.

Article 11 DEFAULT ON THE PART OF THE BUYER

If the buyer does not comply with its obligations within 3 working days after it has been given notice in default to that end by the seller, the seller shall be entitled to cancel the purchase agreement immediately and without court intervention, and shall retain any entitlement to compensation of damages.

Article 12 LAW

Dutch law is applicable to the purchase agreement.

Article 13 DEVIATING STIPULATIONS OR CONDITIONS

Additional or deviating stipulations or conditions shall only be effective if these have been confirmed in writing by the seller.

Article 14 DISPUTES

All disputes related to the agreement between buyer and seller, are treated by a competent court in the district of the location of the seller, except when seller and buyer expressly agree different in writing.

CONTRACT WORK

1. Contract work includes: Plato treatment, thermal modification, drying, planing, sanding, profile making and/or other ways of machining and/or staining and/or treatment of timber or substitute materials
2. The principal must deliver the contract goods "franco" in closed packages on the agreed time at the yard of the contractor. If the contract work is not delivered on time, the contractor is allowed to increase the return delivery time, or to cancel the agreement. In both cases the contractor has a right for financial compensation of damages and loss of profits.
3. The contractor is not responsible for damage or other depreciation of the contract goods, except for gross negligence of the contractor or his employees. The contractor does not insure the contract goods against any risks.
4. The principal must pick up the contract goods from the contractors yard within 10 days after completion notice. The contractor has a right for financial compensation if the contract goods are picked up later than 10 days after completion notice.