

ARTICLE 1 - Definitions

The following definitions apply to these general terms and conditions:

"General Terms and Conditions": these general terms and conditions, which apply to each offer of the Seller ("**Offer**"), each acceptance by the Buyer of an offer of the Seller ("**Acceptance**") and in general any agreement that is entered into between the Buyer and the Seller ("**Agreement**").

"Services": all services provided by the Seller under the Agreement.

"Parties": the Buyer and Seller between whom an Agreement has been concluded.

"Price": the price of the Services and/or Products.

"Products": all Products that are the subject of the Agreement.

"Seller": the private limited liability company ("*besloten vennootschap met beperkte aansprakelijkheid*", abbreviated into "*BVBA*") Bois Et Bois, with registered office at Torteldreef 4, 3140 Keerbergen, with CBE number 0891.451.081.

"Website": the website of the Seller at www.woodexperience.be.

ARTICLE 2 - Conclusion of the Agreement

1. Each Offer of the Seller shall only be valid for a period of 7 (seven) days, unless otherwise stated in writing. The written acceptance by the Buyer of an Offer within 7 (seven) days after its date implies the formation of the Agreement.

2. The contents of catalogues, brochures, printed matter, price lists, etc. are compiled with great care by the Seller but contain only general information that does not bind the Seller and that cannot be accepted unconditionally. The Agreement is subject only to the terms of the Offer and any other matters that were agreed in writing by the Parties in accordance with Article 3.

ARTICLE 3 - Amendment of the Agreement

After conclusion of the Agreement, any additional or revised arrangements and/or commitments made by the Seller and/or on behalf of the Seller by personnel, agents or representatives, bind the Seller only if these arrangements and/or commitments have been confirmed in writing by the Seller. Possible purchase terms and conditions of the Buyer are not enforceable against the Seller.

ARTICLE 4 - The Price

1. The Seller has the right to modify the prices listed on the website or in catalogues, brochures or printed matter if circumstances beyond its control increase the cost of the Product due to an increase in external costs (supplier costs, list prices, wage increases, social security costs, transport costs, etc.), and to pass on this increase in prices to the Buyer under the Agreement.

2. The Seller reserves the right to impose a minimum quantity for each Product purchased by the Buyer.

ARTICLE 5 - Delivery

1. The Seller shall make all reasonable efforts to deliver the Products as soon as possible with, however, the Buyer acknowledging that delivery deadlines or dates are indicative and not binding on the Seller. A delay in delivery cannot be invoked by the Buyer in claiming rescission of the Agreement.

2. The Seller reserves the right to deliver ordered Products in parts or in several deliveries.

3. If delivery on a call-off basis has been agreed, the Buyer is obliged to purchase the Products according to the agreed call-off and delivery schedule.

4. The Buyer is obliged to carefully check the Products at the time of delivery. Receipt of the goods implies acceptance of the Products with regard to visible defects.

5. In the case of refusal to take delivery of Products and/or Services, the Seller has the choice of demanding execution of the Agreement, or considering the refusal to purchase as a breach of the Agreement at the expense of the Buyer, and in such a case the Buyer shall by operation of law and without notice of default owe 30% of the Price, without prejudice to the right of the Seller to demand higher damage compensation if the actual damage exceeds the aforementioned percentage.

ARTICLE 6 - Liability

1. The Parties agree that the Seller is in principle not obliged to indemnify the Buyer with regard to hidden defects, on the understanding that there can only be a liability for hidden defects if the Products are completely unusable.

2. Any liability of the Seller, however, lapses immediately and by operation of law if the Buyer (1) itself has carried out repairs or had them carried out, or has made changes to the Product without the written consent of the Seller, (2) has certain payment obligations with respect to the Seller or (3) used or maintained the Product injudiciously or in a manner not in accordance with the guidelines of the Seller or manufacturer (present among others in the manual or user guide).

3. In the case of liability, the Seller is only obliged to replace the Products, with the Buyer being responsible for all other

costs associated with the replacement of the Products (transport costs, shipping costs, etc.)

ARTICLE 7 - Payment

1. Unless otherwise agreed between the Parties, all amounts are payable at the time of the formation of the Agreement at the registered office of the Seller as stated in these General Terms and Conditions.

2. Payments will always be applied to the costs and interest owed (in this order) and then to the principal, with older amounts settled before for newer ones.

3. If the Buyer fails to meet its payment obligations, the Seller, without any reminder, warning or notice of default, and without prejudice to our other rights, has the right to payment by the Buyer of (1) conventional penalty interest of 10% per year on any amounts remaining unpaid from the due date of the amount, (2) a penalty of 10%, and (3) any costs incurred by the Seller for the purpose of collecting the amounts due, with a minimum of € 40.

ARTICLE 8 - Recourse

1. Any claim relating to the Products and/or Services, any claim by the Buyer or any claim of liability on the part of the Seller shall be reported in writing to the Seller within 10 days by means of a registered letter addressed to the registered office of the Seller as indicated in these General Terms and Conditions.

2. A complaint on the part of the Buyer, an actionable cause or a liability claim does not suspend any payment obligations of the Buyer to the Seller; thus the Buyer explicitly waives the right to invoke a plea of non-performance ("*exceptio non adimpleti contractus*").

ARTICLE 9 - Guarantees for the Seller

1. **Retention of title.** All Products remain the exclusive property of the Seller until full payment of the Price, with, however, the risk for loss and/or damage to the Products transferring to the Buyer from the date of delivery. The Seller shall be entitled to recover the Products if the Buyer fails to pay the Price. In the case of recovery of the Products, the Seller is also legally entitled to payment by the Buyer of damage compensation of 30% of the Price, without prejudice to the right of the Seller to demand higher damage compensation if the actual damage exceeds aforesaid percentage, as well as all costs associated with the recovery and recuperation of the Products.

If the Products are processed by the Buyer, or mixed with other Products (making the Products no longer identifiable), the retention of title on the part of the Seller continues to apply either to the Products that are identical to the Products or to the good that is the result of the processing. If the Buyer has sold on the Products in the meantime, the guarantee of the Seller passes to the claim of the Buyer arising from the resale.

2. **Pledge clause.** As a guarantee for payment of the Seller's claim, the Buyer gives in pledge all claims the Buyer has with respect to its customers. This pledge covers the outstanding balance of the Price, as well as all ancillary and supplementary sums that the Buyer owes or shall owe to the Seller under the Agreement for whatever reason.

ARTICLE 10 - General

These General Terms and Conditions are subject to change at any time without prior notice.

The invalidity of any provision of these terms and conditions will have no effect on the validity of the remaining provisions of these General Terms and Conditions, and will not lead to the nullity of these provisions.

The Agreement shall be governed by Belgian law (with the exception of the Vienna Sales Convention), and the courts of the judicial district of Leuven have exclusive jurisdiction.