

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

Except where otherwise specially provided for in writing, solely these general terms and conditions of sale will apply. The invalidity or non-application of one of the clauses will not affect the applicability of the other clauses. Invalid clauses are amended to ensure they can be validly effective and are closest to the intentions of the parties. The co-contractor's general terms and conditions are not applicable.

2. QUOTATION

1. Advice, prices, catalogues, samples, quotations for goods, works or repairs are provided entirely without obligation and without incurring any responsibility or liability. **2.** A quotation is valid for the period specified, normally no more than two months. The price information applies only to the purpose and quantities referred to in the quotation. **3.** CARPENTIER HARDWOOD SOLUTIONS NV reserves the right to refuse orders in the event of demonstrable events that call trust in the customer into question. The order confirmation defines the purpose and terms and conditions of the contract. **4.** Our goods are invoiced ex warehouse, excluding postage, taxes and (transport) costs. The amounts are in euros and exclusive of VAT. **5.** If the order is completed more than six months after the order confirmation, we reserve the right to adjust the prices according to the market prices then in force, or at least according to the ABEX (Belgian Association of Surveyors) price revision index. Proportional adjustments may also be made in the event of exceptional price changes by the supplier, regardless of the delivery period. **6.** Should the customer wish to cancel the order without good reason, the customer is obliged to pay a fixed compensation equal to 20% of the price, without prejudice to the right to prove additional damage. In the event of termination during the performance of the contract, the customer will be liable to pay compensation for the services provided and materials already purchased, plus 30% of the overall price. **7.** In the event of customisation or special requirements, payment in full will always be required in the event of a cancellation. **8.** In cases where the legal provisions require reciprocity, an equivalent obligation will apply to CARPENTIER HARDWOOD SOLUTIONS NV. **9.** CARPENTIER HARDWOOD SOLUTIONS NV reserves the right to consider the agreement terminated by operation of law and without prior notice in the event of bankruptcy, manifest insolvency or any change in the legal situation of the principal and the contractor. **10.** Any change in the VAT rate or VAT regime as a result of a change in VAT legislation shall be settled by adjusting the overall price in favour of or against the principal. In the event of a possible VAT audit, the VAT increase imposed, as well as any fines and moratory interests, shall be charged to the principal.

3. PURPOSE

1. Unless confirmed in writing, only the content of the confirmed quotation will serve as proof of what has been agreed between the parties. Under no circumstances can any clauses that the customer may have agreed with other parties involved be invoked against us. **2.** Anyone who places an order with a request to draw up the invoice for the goods delivered and/or the work carried out in the name of a third party remains jointly and severally liable to CARPENTIER HARDWOOD SOLUTIONS NV for fulfilling all obligations. **3.** Orders placed with us are completed to the best of our ability. **4.** Each contract will be considered to have been concluded at the registered office of CARPENTIER HARDWOOD SOLUTIONS NV in Tielt. **5.** Additional work can be substantiated by all means. Additional work shall always be carried out on a cost reimbursement basis. The execution of work or additional work without immediate objection by the customer is proof of the existence of an agreement to carry out that work on a cost reimbursement basis. For cost reimbursement

based work, all travel and transport costs shall be charged, as well as project follow-up, coordination and engineering with regard to this additional work. **6.** The plans take precedence over the specifications, regardless of what is written in this respect in the general or special terms and conditions for the specifications. Owing to technical considerations, the real end product may differ from the plans or the characteristics of materials may differ from those initially presented. The technical aspects take precedence over design. **7.** Additional costs incurred because the customer requires a shorter delivery time than the normal and reasonable delivery time will be chargeable to the customer. **8.** Any adjustment to be made after execution of the works - due to late notification of changes, failure by third parties to follow coordination plans and the like - and resulting in unforeseen demolition works and relocation of what has already been placed, will be charged additionally as additional works and reported within a period of 10 working days.

4. DELIVERY - RISK

1. Delivery times are provided for information purposes only and do not represent an obligation to achieve a given result. Cases of force majeure, including strikes, lockouts, fire, machine breakdowns, exceptional price increases, by the seller or the latter's suppliers,... are sufficient grounds for any delay in delivery, even for deliveries punishable by a fine or compensation in the event of a special contractual provision. Special provisions also include at the most making weathertight and not the finish. Changes in the orders will automatically lead to the expiry of the specified delivery times. **2.** Any ordered goods and materials, both in case of acceptance and purchase, will always be transported at the customer own risk, even if we have agreed to ensure transport. The storage of the goods pending delivery or collection is at the customer's risk. The co-contractor should ensure that the person who receives the goods and signs the CMR document is authorised to do so. **3.** If the customer fails to take delivery of the goods, a storage fee per month will be charged. **4.** In cases of delivery on request, such deliveries must accordingly be made at regular intervals. If the calls are not made regularly, CARPENTIER HARDWOOD SOLUTIONS NV is free by rights to charge statutory rates of interest on the anticipated prices for the quantities made available, from the normal delivery dates to the actual delivery dates, without prejudice to the right to terminate the agreement out of court at the expense of the customer after the serving of formal notice. **5.** When goods are ordered in types of wood that have yet to be imported, delivery is subject to 'good delivery'. This concerns both the reasonable availability of the timber at a reasonable market price and the actual delivery and transport risk. Such orders will be cancelled by rights if the timber is not available within four months of the estimated delivery date. This shall not give rise to any compensation.

5. WOOD DRYING

Degree of dryness: unless stated otherwise, the degree of dryness, i.e. the moisture content after artificial drying (e.g. kiln drying) will be less than 20%. The degree of dryness, where otherwise provided, may exhibit a deviation of 2% (more or less) upon leaving the drying kiln. Any complaints about the degree of dryness should be reported, in writing, within 48 hours; the condition of the goods must not be changed and a carefully controlled storage is required. A customer who demands special provisions regarding the degree of dryness may only invoke that criterion in a subsequent claim if explicit provision was made, in the order, for the timber to be shrink-wrapped after drying. To determine this degree of dryness, the mean is taken between the moisture fraction at the surface and that inside the wood. The measurements are performed on the flat-sawn part of the wood. The mean degree of dryness is determined at the outlet from the drying kiln; CARPENTIER HARDWOOD SOLUTIONS NV is not liable for any moisture that is absorbed thereafter. When drying wood that's thicker than 50mm, no guarantee of any kind is given as regards the degree of

dryness; the seller is not liable either for any damage. The wood is measured before the drying and/or after the drying + a 7% shrinking allowance.

6. COLOUR SAMPLES AND SHADES

The colour samples provided by CARPENTIER HARDWOOD SOLUTIONS NV serve solely as indicative material and are an approximate representation of the final colour of the wood product. Wood is a natural material both the structure and colour tone of which may vary from one delivery to another. Variations in colour or appearance between colour samples and the products actually delivered may therefore occur and do not constitute grounds for any form of complaint, compensation, price reduction or suspension of payment. The buyer accepts these natural variations as inherent to the product.

7. INSTALLATION - WARRANTY

1. In the event of an installation operation by our services, the customer should make all the necessary arrangements to ensure that the site is ready for the start of the work. **2.** In the event of the customer taking care of the installation, CARPENTIER HARDWOOD SOLUTIONS NV's obligations are confined to the delivery of the kit. We cannot be held liable in any circumstances for assembly errors. Concerning assembly, the customer must respect the current general regulations of Buildwise (www.buildwise.be) and is assumed to have the necessary knowledge and skills for the optimum and correct installation. The buyer or installer must carefully follow the installation instructions we and/or the manufacturer provide. **3.** For works with solely final delivery: the delivery takes place as soon as CARPENTIER HARDWOOD SOLUTIONS NV has completed the work and made it available to the customer. Any comments or complaints about this have to reach us in a letter stating reasons and sent by registered post within 14 calendar days after delivery. After this period, no further complaints regarding this matter can be accepted. The work will in any case be deemed to have been completed when the work is first commissioned or continued by a co-contractor or third-party contractor. This completion is the starting date for the 10-year liability. **4.** For works requiring double acceptance: unless otherwise agreed in writing, provisional acceptance shall be made within the 14 calendar days following completion of the works. The principal who has not submitted comments by registered mail within the 14 calendar days following completion of the works shall be deemed to have accepted and delivered the works upon expiry of the 14-day period following the completion of the works. Minor imperfections or unfinished works, the value of which amounts to less than 10% of the contract price, can in no way be invoked to refuse provisional acceptance. Where applicable, the principal shall only be required to pay to the extent of what has been considered for acceptance and any defects shall be remedied within one month. Provisional acceptance implies approval by the principal of the works being delivered and covers visible defects, as far as they do not fall within the scope of articles 1792 and 2270 of the old Belgian Civil Code (the ten-year liability). Slight differences in colour, dimensions or construction of the materials, goods or installations used, insofar as they are unavoidable or generally accepted from a technical point of view or are peculiar to the materials used, shall not be considered as a defect in conformity or as a visible or hidden defect, unless it would have been expressly agreed that the construction, dimensions, colour or design are an essential element of the contract for the principal. The date of provisional acceptance determines the starting point of the 10-year liability. Unless otherwise stipulated in writing, the final acceptance shall take place one (1) year after the provisional acceptance and without any formality other than the mere expiry of the term, unless the principal has submitted comments to CARPENTIER HARDWOOD SOLUTIONS NV by registered mail before the expiry of the term. **5.** In the event of installation by our services, it is provided that we will come back once within the year for any adjustments to doors and windows by setting, thereafter this will be at the client's expense.

8. TRANSFER OF RISKS

The principal shall ensure that the goods, materials or installations to be delivered by CARPENTIER HARDWOOD SOLUTIONS NV can be stored in a safe manner. Insofar as the principal complies with the aforementioned obligation, the transfer of risks referred to in the Articles 1788 and 1789 of the old Belgian Civil Code shall occur as follows: in the case of works in which the materials are incorporated, as incorporation progresses or, in the case of delivery, as and when delivery takes place.

9. PAYMENT

1. CARPENTIER HARDWOOD SOLUTIONS NV reserves the right to issue advance and interim invoices. The customer or the customer's appointed architect has a period of 14 calendar days to make comments or to notify approval. **2.** Our invoices are payable in cash, net and without any discount at our registered office or by bank transfer quoting the invoice number. A failure to pay the invoice on the due date will, by rights and without any formal notice, result in a late payment interest amounting to 1% per month being applied to the amount invoiced. In the event of a failure to pay, either in whole or in part, the amounts owed on the due date, the outstanding balance will be increased by 12% subject to a minimum of €125, even if grace periods are granted. This increase will not in any event prevent higher interest rates from being charged. **3.** Non-payment of one invoice will result in all other invoices being due and payable. **4.** Failing payment, CARPENTIER HARDWOOD SOLUTIONS NV will send a first free reminder to the customer. If payment is not made within 14 calendar days from either the 3rd working day after the date on which the first free reminder is sent, or the calendar day following the date on which the reminder is sent electronically, the unpaid amounts shall be increased by: a) moratory interest at the rate laid down in the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, calculated in proportion to the number of days' delay in payment from the calendar day following the date on which the consumer was sent the free reminder. b) as well as a flat-rate compensation equal to: for each debt up to and including EUR 150: EUR 20; for each debt between EUR 150.01 and EUR 500: EUR 30 plus 10% of the amount due on the portion between EUR 150.01 and EUR 500; for each debt exceeding EUR 500: EUR 65 plus 5% of the amount due on the portion above EUR 500 with a maximum of EUR 2,000.

10. FAILURE - TERMINATION

1. In the event of late payment or a continuing failure, we reserve the right, by registered letter and after an unsuccessful formal notice, to terminate the contract in whole or in part outside court at the expense of the customer. Pursuant to the retention of title clause, we will recover the goods and the customer will be obliged by operation of law to pay compensation amounting to at least 20% of the value of the recovered goods. Where appropriate, the customer will be required to provide us with written identification of the goods still present. **2.** In the event of the seller's failure with a private customer, equivalent compensation will be payable to the extent that the statutory provisions require a reciprocity clause. **3.** An administrative charge of €250 is also due by operation of law in the event of a failure.

11. GUARANTEE - SET-OFF

1. CARPENTIER HARDWOOD SOLUTIONS NV reserves the right, before or during the operation of the contract, to demand guarantees from the customer for payment of the purchase price and/or the performance of the contract for services. The costs of establishing these guarantees will be borne by the customer. We have the right to consider contracts as terminated by rights after the unsuccessful serving of formal notice, in accordance with the provisions in these terms and conditions, without any requirement for compensation, if the customer does not comply with our request. This also applies if, during the performance of the contract, the customer's financial situation changes to such an extent that a risk of insolvency or loss

of the guarantees for the customer's claim is to be feared. **2.** The customer expressly confirms that all the customer's assets in our possession, by way of a guarantee and at any time, may be offset against all debts arising from this agreement.

12. COMPLAINTS

Complaints about visible defects should be submitted in writing and sent by registered letter within 8 days after delivery. Once this period has expired, the goods will be considered to have been accepted. Hidden defects must be reported by registered letter within a period of 14 calendar days after they were discovered or should normally have been discovered and in any case within a period of one year after the date of delivery. Once these periods have expired, CARPENTIER HARDWOOD SOLUTIONS NV may no longer be held liable for any defects. Returns will be accepted only with our prior consent. The costs are chargeable to the person who returns the items. Complaints, even if justified, do not entitle the customer to refuse the performance of the contract for goods which are not the subject of the complaint. Good-quality partial deliveries – including surpluses still in stock – must, in view of the nature of the goods and, for the most part, imported goods – always be accepted.

13. LIABILITY

1. The limitations of liability that apply to the supplier and manufacturer also apply to CARPENTIER HARDWOOD SOLUTIONS NV. CARPENTIER HARDWOOD SOLUTIONS NV may not be held liable for incorrect or faulty technical specifications provided by the manufacturer or supplier. **2.** Any processing, dismantling or modification of the goods carried out by the customer, or any third party, will automatically invalidate our liability. **3.** Liability is always limited to the repair and/or replacement at our expense of the defective goods, i.e. the cost of materials, without any further compensation for direct or indirect damage. Should it be impossible to replace the goods, liability will invariably be limited to a maximum of the sum of the invoiced amounts, without any further compensation for direct or indirect damage. **4.** We disclaim any liability for damages resulting from other uses of the delivered goods. We are not responsible for defects due to insufficient maintenance or improper use. **5.** All cases of force majeure, including fire, strikes, lock-outs, explosions, floods, bad weather, machine breakdowns, shortage of driving force, raw materials, fuel, equipment, labour or means of transport and accidents, either at CARPENTIER HARDWOOD SOLUTIONS NV or at its suppliers or subcontractors, discharge us from all responsibility for not fulfilling our obligations. **6.** The goods, even shipped carriage paid, are transported at the customer's risk. We disclaim any liability for accidents during transport, as well as for delays in shipment by rail or other means of transport.

14. SAFETY COORDINATION

Unless otherwise stated, security measures imposed by the security coordinator and not known at the time of our quotation are not included in the quotation price.

15. OWNERSHIP and RISK

1. The parties expressly agree that the materials and goods delivered, even if processed or used, remain the property of CARPENTIER HARDWOOD SOLUTIONS NV until the price, costs and taxes have been paid in full. **2.** The customer expressly undertakes not to process the goods, dispose of them or provide them as security as long as they are the property of CARPENTIER HARDWOOD SOLUTIONS NV. If the goods are nevertheless sold, the right to the resulting purchase price will replace the delivered goods. **3.** Advances paid will not be returned but will be used to compensate for any losses. **4.** The customer will bear the risk of damage, loss or destruction as soon as the contract is concluded.

16. INTELLECTUAL RIGHTS

1. All plans, drawings and designs, both general and individual, are and remain the property of SA CARPENTIER HARDWOOD SOLUTIONS NV. 2. This confidential offer as well as the technical documents inherent to it must be returned should the project not proceed with CARPENTIER HARDWOOD SOLUTIONS NV. In the event of a breach of this confidentiality principle, the customer acknowledges that CARPENTIER HARDWOOD SOLUTIONS NV is entitled to equitable compensation (10% of the offer price).

17. EXTRA-CONTRACTUAL LIABILITY

1. For the purposes of this article, "auxiliary persons" shall mean any natural or legal person entrusted by the debtor of a contractual obligation with the partial or total performance of this obligation throughout the contractual chain. 2. The parties exclude any extra-contractual liability of one towards the other and towards the auxiliary persons of the other party for damages caused by the non-performance of a contractual obligation. 3. This article does not affect the legal provisions that are of public order or mandatory law. 4. The auxiliary persons, as third-party beneficiaries, may invoke the clauses of this article.

18. PRIVACY

The data provided by the customer will be included in the file of CARPENTIER HARDWOOD SOLUTIONS NV and processed for customer management on the basis of the contractual relationship and with a view to the performance of the agreement, customer management, accounting and direct marketing activities. Personal data will only be communicated to processors, recipients and/or third parties as far as this is required within the framework of the aforementioned processing. Data that are no longer necessary or useful will be deleted. The customer can always request access to, correction, deletion or transfer of his data.

19. DISPUTES

1. Before addressing court, any technical dispute concerning works carried out on behalf of a consumer for private purposes may, at the request of one of the construction partners concerned - within the framework of the amicable settlement - be brought before the Construction Reconciliation Commission located at: Espace Jacquemotte, Rue Haute 139, 1000 Brussels. All information about the Commission and its rules of procedure can be obtained from the site of the Reconciliation Commission, at the following addresses: <https://www.constructionconciliation.be/> in French and <http://www.bouwverzoening.be/> in Dutch. 2. In the event of a dispute regarding the validity, performance or interpretation of the present general terms and conditions and/or the contract to which they apply, the parties undertake to first attempt to settle the dispute amicably. Failing an amicable settlement, only the courts of the contractor's registered office will be competent. If the principal is a "consumer" within the meaning of Article I 1, 2° of the Belgian Code of Economic Law, he will be able to sue before the courts of the contractor's registered office and may be sued before the courts of his place of residence.

20. JURISDICTION

1. . The courts for the district where the seller's registered office is located will have jurisdiction. 2. Solely Belgian law is applicable. The application of the Vienna Sales Convention on the international sales of goods is excluded.