

TERMS AND CONDITIONS OF MEGA TIMBER B.V., NIELSEN TIMBER B.V. AND MEGA MAAT B.V.

Article 1 GENERAL

1. These terms and conditions are applicable to all offers and to all purchase, sale and/or goods agreements of Mega Hout B.V., Nielsen Timber B.V. and Mega Maat B.V., hereinafter referred to as: 'the Seller', and the Buyer on the other hand. Deviations from these terms and conditions can only be agreed in writing.
2. In these terms and conditions, the following definitions apply:
 - a) Buyer: the party with whom the Seller has concluded or wishes to conclude an agreement;
 - b) Goods/supplied goods: All goods, tools and materials supplied or to be supplied by the Seller;
 - c) Order: instruction and/or assignment and/or order;
 - d) Stock items: items that can be delivered directly from stock without any processing by sales;
 - e) Specially ordered items: items that cannot be delivered directly from stock at the time when the order is placed and/or items that are purchased and/or manufactured by the Seller at the Buyer's request.

Article 2 ESTABLISHMENT OF AGREEMENT

1. All offers made by the Seller are non-binding, unless irrevocability is expressly stipulated in writing. Offers may be revoked until an agreement is established. The Seller reserves the right to refuse an Order without stating reasons.
2. Agreements are not established until after written acceptance by the Seller or once the Seller has started executing the order placed by the Buyer.
3. Any supplementary agreements or amendments made later, as well as agreements or commitments, are only binding upon the Seller if they have been confirmed in writing by the Seller.

Article 3 PRICES

1. All prices are in Euros and exclusive of VAT.
2. Any sale on supply is made under the express condition that the price is based on the cost factors applicable at the time of entering into the agreement, such as export duties, freight, insurance, unloading costs, import duties, levies, taxes, foreign currency set-off and transport costs.
3. Any advantageous or disadvantageous differences at the time of shipment/arrival/delivery are for the benefit or account of the Buyer respectively.

Article 4 DELIVERY

1. In the case of carriage-paid delivery, the goods are transported at the Seller's expense and risk.
2. Delivery carriage-paid is unloaded, so that the Buyer is responsible for unloading the goods.
3. In all other cases the goods are transported at the Buyer's expense and risk.
4. Delivery of the goods takes place ex-works and on carriage-paid delivery by handing over to the first carrier.
5. If it has been agreed that the items will be delivered on direct supply from abroad, the risk of inadequate arrival – both quantitatively and qualitatively – untimely arrival or non-arrival, as well as the risk of and during transport, will be entirely at the Buyer's expense and risk.
6. In the case of carriage-paid delivery, the Seller need not transport the goods beyond the point where the vehicle can access a properly navigable and paved terrain. The above is at the discretion of the Seller or the auxiliary persons engaged by it. The Buyer is obliged to take delivery of the goods at that location and unload them immediately. If the Buyer fails to do this, the costs incurred as a result will be borne by the Buyer.

Article 5 DELIVERY PERIODS

1. The delivery period is indicative and does not constitute a deadline.
2. In the event of a delay in delivery due to a change of circumstances of any kind, the delivery period will be extended by the duration of the delay. The Seller will notify the Buyer of any delay in a timely manner. Delayed delivery does not entitle the Buyer to dissolve the agreement or to claim compensation.
3. If on-call delivery does not specify deadlines for such calls, the goods must be called for delivery within 30 days of the order. The Seller is entitled to payment after 30 days from the date of order.
4. If within 30 days of ordering no or only a partial quantity has been called for delivery, the Seller is entitled to demand in writing that the Buyer will state a deadline within which the total quantity will have been called for delivery. The Buyer is obliged to comply with this demand within 5 days. The period to be stated by the Buyer after the demand may not exceed a period of 30 days.
5. The Seller is entitled to charge storage costs for delivery on call.

Article 6 CHECKING AND COMPLAINTS

TERMS AND CONDITIONS OF MEGA TIMBER B.V., NIELSEN TIMBER B.V. AND MEGA MAAT B.V.

1. The Buyer must check the supplied goods for defects within 48 hours of delivery. The Buyer is expected to remove any packaging materials and/or surface protection films from the supplied goods as part of this inspection.
2. The quantities as stated on the consignment notes, delivery notes or similar documents will be considered correct if no complaint is made immediately after receipt and before processing and/or treatment and is not noted on the consignment note or delivery receipt.
3. Complaints based on externally visible defects lapse if the Buyer does not note the alleged defect on the consignment note or the delivery receipt immediately upon receipt of the goods.
4. Any possible defects other than those described in paragraphs 2 and 3 must be reported to the Seller in writing, accurately stating the nature and the grounds for the complaints, within 5 days after the Buyer has detected, or at least could reasonably have detected, a defect. After this period the Buyer can no longer claim a fault in the performance.
5. Complaints will not be accepted on goods that have been opened, partially or completely processed and/or treated.
6. If the complaint is well-founded, the Seller will, at its discretion, either pay fair compensation of no more than the invoice value of the part of the supplied goods related to the complaint or replace the goods after return of the originally supplied goods. Immaterial damage and damage suffered by third parties and/or other damage other than direct financial loss will never be reimbursed.
7. Complaints do not entitle the Buyer to suspend its payment, and set-off is expressly excluded.
5. In the event of late payment, the Buyer will be liable to pay default interest equal to 1.5% per month.
6. If the Seller is forced to outsource its claim for collection due to the Buyer's default, all related costs, such as administration costs, judicial and extrajudicial costs, including the costs for an application for bankruptcy, will be borne by the Buyer. The extrajudicial collection costs will be at least 15% of the unpaid amount, with an absolute minimum of €250.00.
7. Payments made by the Buyer will, irrespective of the purposes indicated by the Seller, always serve to settle all interest and costs due, and subsequently those invoices that have been outstanding for the longest time.
8. If the Buyer fails to fulfil any agreement with the Seller or if the Seller otherwise has reasonable doubt concerning the Buyer's ability to pay, the Seller is entitled to postpone the delivery of goods until the Buyer has provided security for the claims and payment of the goods to be delivered. The Buyer is obliged to provide security on first request.
9. The Seller is entitled to suspend delivery if no limit is issued by the credit insurer or the limit issued has been exceeded or withdrawn.

Article 8 RETENTION OF TITLE

1. Delivery takes place under extended retention of title. The ownership of supplied goods is reserved until all claims for payment, including interest and costs, have been settled.
 2. If the Buyer is late with payment or if there is good reason to believe that the Buyer will not pay or will pay late, the Seller is authorised to take possession of its property. The Buyer will cooperate with this and provide access to the Seller if necessary for the Seller to exercise this right.
 3. As long as the ownership of the supplied goods has not passed to the Buyer, it may not pledge the goods, transfer ownership or grant third parties any other right to them. The Buyer is obliged to store the goods delivered under retention of title with due care and as the recognizable property of the Seller. In the event of a violation of this provision, the purchase price will immediately become due and payable in full.
 4. The Seller will be granted access to the goods it has supplied subject to an immediately payable penalty of €1,000.00 per day, without the Seller having to give the Buyer notice of default. The costs arising
1. The Buyer will receive the invoice by email at the email address known to the Seller.
 2. A payment term of 30 days from the invoice date applies. If an invoice is not paid within 30 days, the Buyer is in default, without a demand or notice of default being required. At that time all outstanding invoices from the Seller to the Buyer will become immediately due and payable in full.
 3. The Seller may charge a credit limitation surcharge and/or require prepayment or other guarantees.
 4. All payments must be made without any deduction or set-off. The Buyer is not permitted to suspend payments.

Article 7 PAYMENT

TERMS AND CONDITIONS OF MEGA TIMBER B.V., NIELSEN TIMBER B.V. AND MEGA MAAT B.V.

from the Seller's exercise of the right of ownership will be borne by the Buyer.

5. The Seller has the right of recovery under article 7:39 et seq. of the Dutch Civil Code, and on this basis may, in the event of non-payment of the purchase price, invoke dissolution of the contract by means of a written declaration, and recover the item from the Buyer or its legal successor. The Seller retains the right to compensation for damages and interest as a consequence of default by the Buyer.

Article 9 FORCE MAJEURE

1. Circumstances beyond the Seller's will and control, which are of such a nature that compliance or further compliance with the agreement cannot reasonably be required of the Seller, such as ice-covered roads, extraordinary weather conditions, strikes, government measures, delays in supply, export bans, war, mobilization, transport hindrances, including lack of or withdrawal of transport possibilities, export hindrances, import hindrances and all other circumstances that seriously impede compliance with the agreement will be considered as force majeure.
2. In the event of force majeure, the Seller is entitled, at its discretion, either to extend the delivery period by the duration of the hindrance but by not more than 6 months, or to cancel the purchase, insofar as it is affected by the hindrance.
3. If the Buyer gives the Seller written notice to this effect, the Seller is obliged to decide on its choice within 5 working days.
4. In the event of cancellation of the agreement, the Seller is entitled to invoice the Buyer for the goods already delivered by the Seller before the force majeure occurred. The Parties are not entitled to any form of compensation.

Article 10 QUALITY

1. Unless expressly stipulated otherwise at the time of sale, normal quality will be delivered. Deviations in dimensions and/or quantity per trade unit will be permitted in accordance with industry standards. The deviation standards of the manufacturer and/or supplier will be considered normal. The actual service life of the supplied goods can never be guaranteed.
2. The Seller does not guarantee that the goods are suitable for the purpose for which the Buyer intends to use them, even if this purpose has been made known to the Seller.
3. The Seller may require inspection before dispatch or processing, including drying, of

the goods. The inspection must take place within two working days after the Seller has expressed its desire to do so.

Article 11 DIMENSIONS AND QUALITIES

1. For terms, definitions and measurement methods, NEN 5461 standard 'Quality requirements for timber – Sawn timber and roundwood – General part' applies.
2. With regard to sizes and qualities, unless agreed otherwise, the Dutch Standard 'Quality requirements for timber for structural and hydraulic engineering purposes' ('KVVH') drawn up by the Netherlands Standardization Institute, as in force at the time of the offer, will be applicable.

ADDITIONAL CONDITIONS

General

Products bearing CE markings are subject to the relevant harmonized European product standards (hEN) or European Technical Approval Guidelines (ETAG).

Article 12 CERTIFICATE AND CHECKING OF DIMENSIONS AND QUALITIES

1. Both the Buyer and the Seller can require the delivery to be made under the KOMO certificate issued by the SKH Wood Inspection Agency. In that case, the other Party's attention must be expressly drawn to this in writing at the time of the application or offer, stating the requirements to which the certificate relates.
2. If the specifications for the structure in which the timber is to be processed stipulate that the timber is to be supplied under a KOMO certificate, the Buyer is obliged to bring this stipulation to the Seller's attention in writing with its application.
3. If delivery with a certificate as referred to in the first paragraph of this article has been agreed, the Buyer and Seller are equally authorised to have compliance with the Seller's obligation ensuing from the certificate checked by the SKH Wood Inspection Agency, the certifying body for timber, timber products and timber structures.
4. If and insofar as the inspection referred to in the third paragraph of this article entails costs, the SKH Wood Inspection Agency will decide, depending on the result of the inspection, to whose expense these costs will be charged. This decision is binding upon the Buyer or Seller respectively.

Article 13 LIABILITY

TERMS AND CONDITIONS OF MEGA TIMBER B.V., NIELSEN TIMBER B.V. AND MEGA MAAT B.V.

1. The Seller only accepts liability for direct damage resulting from its gross negligence or willful misconduct.
2. The Seller is never liable for damage to or defects in specific materials, components or constructions which – possibly in deviation from the applicable regulations – are explicitly prescribed by or on behalf of the Buyer or made available by the Buyer. The Seller is also never liable for deviations in the data provided by the Buyer concerning quantities and dimensions.
3. The Seller is under no circumstances liable for indirect damage, losses and interest, including loss of profit and so-called consequential damage that arise as a direct or indirect consequence of defects for the Buyer and/or third parties.
4. In the event of the Seller's liability, this will in all cases be limited to the amount paid out by the Seller's liability insurance in the case in question, with the addition of the Seller's excess. If the Seller's insurer does not pay out for whatever reason, the Seller's liability will in all cases be limited to reasonable compensation for the damage suffered, with a maximum of the agreed price for the relevant full or partial delivery, i.e., the invoice value.
5. Direct damage must be reported to the Seller in writing by registered mail within 5 days of discovery, failing which all rights to compensation lapse. All claims for compensation will lapse 12 months from the commencement of the day of notification, if they are not brought before the courts – including arbitration – within this period
6. All advice, data and instructions for use are provided by the Seller to the best of its ability, but are entirely without obligation, without any liability for the Seller arising from them.
7. The Seller is under no circumstances liable for third-party compensation claims on any basis whatsoever. The Buyer indemnifies the Seller against all third-party claims for damages, whether successful or not, in respect of goods supplied by the Seller, regardless of the cause or time of such damage.
8. Any guarantees from the manufacturer will be passed on to the Buyer in full; the Buyer's claims are also limited by these.
9. The Seller cannot be held liable for any incorrect application and processing of supplied goods by the Buyer or third parties.
10. The Buyer is responsible for the sizes and quantities specified by it. With regard to dimensions specified by the Buyer in respect of wood products to be delivered, deviation

tolerances apply unless such tolerances are excluded in advance in writing.

11. The invocation of the preceding paragraphs of this article is the entitlement of all persons employed by the Seller, as well as any auxiliary persons engaged by the Seller, as if they themselves were parties to the agreement concluded between the Seller and the Buyer.

Article 14 DISSOLUTION AND CANCELLATION

1. The Seller is entitled to dissolve the agreement in full or in part without judicial intervention or any notice of default if the Buyer fails to fulfil any obligations under the agreement, is declared bankrupt, applies for suspension of payments, is admitted to statutory debt rescheduling or otherwise loses the power of disposition of its assets or parts thereof. The same applies if the Seller's credit insurance withdraws the credit in respect of the Buyer for any reason. In such cases any claim the Seller has against the Buyer is immediately due and payable in full.
2. The Buyer is not entitled to dissolve the contract.
3. Dissolution will make the mutually existing claims immediately due and payable. The Buyer is liable for the damage suffered by the Seller, including loss of profit and transport costs.
4. In the event of cancellation, the Seller's entire claim is immediately due and payable in full.

Article 15 RETURN SHIPMENTS

Return shipments cannot be accepted without prior consultation. Wholly or partly processed goods, damaged goods and packaged goods whose packaging is missing or damaged can never be returned. Items ordered especially for the Buyer cannot be returned. The return of supplied goods takes place at the Buyer's expense and risk, and is only permitted with the written consent of the Seller under conditions to be set by the Seller.

Article 16 PACKAGING

Reusable packaging will only be taken back at the invoiced price if this has been expressly agreed and the packaging is returned to the Seller in good order in undamaged condition.

Article 17 PAID PROCESSING OF WOOD

1. Processing is defined as finger-welding, preserving, planing, sanding, milling, sawing and/or other processing of goods.

TERMS AND CONDITIONS OF MEGA TIMBER B.V., NIELSEN TIMBER B.V. AND MEGA MAAT B.V.

2. The Buyer must deliver the goods to be processed in closed batches by the agreed time, carriage-paid, to the Seller's premises or to its designated processor. If the goods are not delivered on time, the Seller is entitled either to extend the return delivery period or to cancel the agreement. In either case, the Seller is entitled to compensation for the damage suffered by it and for loss of profit.
3. The Seller and the processor are not liable for damage or other loss of value of the items to be processed, except for gross culpability or gross negligence on its part or on the part of its staff. The Seller and the processor will insure the items in question against no risk. The Buyer must properly insure the items in question.
4. The Buyer is obliged to take delivery of the goods within 7 days of notification of readiness. Failing this, the Seller is entitled to compensation for damage suffered as a result of the later delivery.

Article 18 DISPUTES AND APPLICABLE LAW

1. All disputes arising from offers and agreements, however named, will be submitted to the judgment of the civil court of competent jurisdiction in the place of business of the Seller, unless statutory provisions dictate otherwise.
2. All agreements entered into with the Seller are governed by the laws of the Netherlands, to which these terms and conditions apply as a supplement, and insofar as mandatory provisions do not dictate otherwise.