

**GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF THE PRIVATE LIMITED COMPANY HEYWOOD VLOEREN B.V. WITH ITS REGISTERED OFFICE AND PRINCIPAL PLACE OF BUSINESS IN OSS, THE NETHERLANDS**



Filed with the Chamber of Commerce and Industry for East Brabant in Eindhoven under file reference number 1722.7785

**Article 1. GENERAL**

1. General terms and conditions of delivery and payment: these general terms and conditions.
2. Heywood Vloeren B.V. (Heywood) is engaged in the production and wholesale of wooden and parquet floors.
3. The Other Party: the party that instructs Heywood, or the end customer (also in the event of a commercial agent being involved).
4. Agreement: the work agreed in writing between the Other Party and Heywood that must be carried out by the latter and the conditions under which this is done.
5. In Writing/Written: by e-mail, by letter or any other form of communication that, in view of the current state of the art and generally accepted standards, can be equated with this.

**Article 2. APPLICABILITY OF THESE TERMS AND CONDITIONS**

1. These terms and conditions apply to every offer and every agreement between Heywood and an Other Party to which Heywood has declared these conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions.
2. Changes to these terms and conditions only apply if they have been expressly confirmed in writing by both parties.
3. The applicability of general terms and conditions or other conditions of the Other Party is hereby expressly excluded.
4. If one or more provisions of these general terms and conditions are void or annulled, the other provisions of these general terms and conditions remain in full force.
5. The terms and conditions also apply to all agreements with Heywood for which third-party services must be engaged.
6. These general terms and conditions may be changed or supplemented at any time. In that case, the amended general terms and conditions also apply to Agreements concluded previously, subject to a period of one month after written notification of this change.

**Article 3. OFFERS**

- 1 All offers made by Heywood, in whatever form, are without obligation, unless expressly stated otherwise in writing.
- 2 Unless the quotation states otherwise, all quotations or offers are valid for 30 days from the date of the quotation.
- 3 Offers and quotations do not automatically apply to future assignments.
- 4 Any budgets, plans or other documents accompanying an offer at all times remain the property of Heywood and must be returned to Heywood, carriage paid, immediately on request. They may not be reproduced or made available to third parties, without Heywood's permission.
- 5 At the request of the Other Party, Heywood is prepared to make a computation of the required goods. This computation will be at the risk of the Other Party. Heywood is not liable for any damage or loss resulting from an incorrect computation.
- 6 If the Other Party does not wish to use Heywood's services, Heywood will be entitled to charge the costs associated with the offer that were specifically incurred for the Other Party.
- 7 Heywood reserves the right to refuse orders without giving reasons, or to deliver cash on delivery.



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#### **Article 4. AGREEMENT**

- 1 The agreement between Heywood and the Other Party is concluded by written confirmation of the contents of the agreement by Heywood to the Other Party and the written confirmation thereof by the Other Party.
- 2 If the Other Party has not (yet) confirmed the agreement in writing, the agreement is still deemed to have been concluded if it appears from acts or conduct of the Other Party and/or Heywood that the agreement is being implemented in actual practice.
- 3 Any additional arrangements or changes made later will only bind Heywood if they have been confirmed in writing by Heywood.
- 4 For transactions for which, given their nature and size, no quotation or confirmation of the assignment is sent, the invoice is deemed to accurately and completely reflect the agreement, unless a complaint is submitted within 3 working days.
- 5 Every agreement is entered into on the part of Heywood under the resolutive condition that the Other Party, solely at the discretion of Heywood, appears to be sufficiently creditworthy for the financial fulfilment of the agreement.
- 6 At or after entering into the agreement, or before (further) performance, Heywood will be entitled to demand security from the Other Party that both the payment obligations and other obligations will be met.
- 7 If it deems this necessary or desirable for the correct execution of the assignment given, Heywood will be authorised to engage third parties in the performance of the agreement after consultation with the Other Party, the costs of which will be passed on to the Other Party in accordance with the quotations provided. Heywood accepts no liability whatsoever for work performed by third parties insofar as it has entered into an agreement with the Other Party.
- 8 The Other Party is obliged to timely provide Heywood with all information and documents required for the correct execution of the agreement. If this information has not been made available to Heywood on time or properly, Heywood will have the right to suspend the execution of the agreement and/or to charge the Other Party for the additional costs resulting from the delay, according to the usual rates.
- 9 Drawings, technical descriptions, designs, calculations and other documents form part of the agreement, if and insofar as reference is made to these in the agreement. If the drawing deviates from the technical description, the latter prevails.

#### **Article 5. CANCELLATION**

If the Other Party wishes to cancel an agreement after it has been concluded, both the full order price (including VAT) and the cancellation costs will be charged, without prejudice to Heywood's right to claim full compensation, including lost profit.

#### **Article 6. DELIVERY**

1. The stated delivery time is an approximate and takes effect after the agreement has been concluded, provided that all information necessary for the execution is in Heywood's possession and that payment, if and insofar as this must be made upon ordering, has cleared.
2. The delivery time is not a strict deadline, unless the parties have agreed otherwise in writing.
3. If the delivery time is exceeded, other than due to force majeure, Heywood will be granted a reasonable period to remedy, after a written notice of default.
4. Exceeding the delivery time can never give rise to a claim for compensation, even after a written notice of default, unless otherwise agreed in writing.
5. From the moment of delivery, purchased goods are at the risk of the Other Party. Unless otherwise agreed, delivery will be at the residence/business of the Other Party. Delivery will only be free domicile if and insofar as this has been agreed by Heywood with the Other Party and provided this is indicated on the invoice or otherwise.
6. The Other Party is obliged to check the delivered goods and the packaging for any shortages and/or damage immediately upon delivery, yet in any case within 1 working day, or to carry out this check after notification from Heywood that the goods are available to the Other Party.



7. Any shortages and/or damage to the delivered goods and/or packaging that are present upon delivery must be stated by the Other Party on the delivery note, the invoice and/or the transport documents, failing which the Other Party will be deemed to have approved what has been delivered. In that event, any complaints in this regard will no longer be accepted.
8. Heywood is entitled to deliver in parts (partial deliveries), which Heywood can invoice separately.
9. If the Other Party has not taken delivery of the goods after the expiry of the delivery time, they will be stored at the expense and risk of the Other Party. If after three consecutive written notifications from Heywood, the last of which by registered letter, the Other Party has failed to collect the goods for a period of three months, Heywood will be entitled to sell the relevant goods and to use the proceeds to pay for the amount owed by the Other Party.

#### **Article 7. TRANSPORT/RISK**

1. If the Other Party has not given Heywood any further instructions, the method of transport, dispatch, packaging etc. will be determined by Heywood with due care and diligence, as befitting a professional trader. Unless otherwise agreed, the Other Party assumes all risk in this regard, including fault/negligence on the part of the carrier.
2. Any specific wishes of the Other Party regarding transport/dispatch will only be honoured if the Other Party has stated in writing that it will pay the additional costs thereof.
3. Heywood is not liable for damage to the Other Party's property as a result of loading or unloading the goods.

#### **Article 8 SPECIAL PROVISIONS REGARDING DELIVERIES**

1. The materials supplied by Heywood are always delivered at the expense and risk of the Other Party.
2. Due to the fact that the materials supplied are natural products, they may contain imperfections. Heywood is under no circumstances liable for these imperfections.
3. Nor will Heywood be liable for any subsequent effects of the materials sold, including shrinkage of the wood as a result of any circumstance or whatever reason.
4. Nor will Heywood be liable for deviations in the dimensions of the supplied (wood) materials.
5. None of the above circumstances constitute a reason for dissolving the agreement. However, Heywood will make every effort to ensure that the supplied (wood) materials meet the desired specifications as much as possible, as well as take the necessary precautions to prevent adverse effects.

#### **Article 9 PRICES**

1. Unless stated otherwise, our prices are:
  - based on delivery ex works Heywood, ex Heywood warehouse or ex other storage location,
  - excluding VAT, import duties, other taxes, levies and duties, stated in Euro; any exchange rate changes will be passed on.

In the event of an increase in one or more of the cost price factors, Heywood will be entitled to increase the order price accordingly; on the understanding that known future price increases must be stated in the order confirmation and that the Other Party has the right to dissolve the agreement if the price is increased within 3 months after concluding the agreement.
2. Heywood has the right to fully or partially charge the customer for increases in the cost price that have arisen after the conclusion of the agreement, including taxes on delivery or services, and to increase the agreed price accordingly.

#### **Article 10 FORCE MAJEURE**

1. In these general terms and conditions, and in addition to its interpretation in case law and the law, force majeure is taken to mean all external causes, foreseen or unforeseen, beyond the control of Heywood, but as a result of which Heywood is unable to fulfil its obligations. This includes strikes, illness and/or incapacity for work of staff.

2. If, in Heywood's opinion, the force majeure is of a temporary nature, Heywood will have the right to suspend the execution of the agreement until the circumstance causing the force majeure has been resolved.
3. If, in Heywood's opinion, the force majeure situation is of a permanent nature, the parties can enter into an arrangement regarding the dissolution of the agreement and the associated consequences.
4. Heywood is entitled to demand payment for the performances delivered in the execution of the relevant agreement dating from before the circumstance causing the force majeure became apparent.
5. The party that believes it is (or will be) in force majeure must immediately notify the other party.

#### **Article 11 LIABILITY**

- 1 If the Other Party wishes to hold Heywood liable for damage, the Other Party must give notice of default to Heywood in writing first, while setting a reasonable period to remedy the shortcoming. The notice of default must contain as detailed a description as possible of the shortcoming, thereby enabling Heywood to respond adequately. If Heywood is liable, this liability will be limited to what is stipulated in this provision.
- 2 Heywood's liability will be limited to compensation for direct damage or loss in connection with defects in the delivered goods and never exceed that part of the invoice value that relates to the defective goods.
- 3 Heywood's liability will never (additionally) exceed the total amount of the relevant order, nor any payment made by Heywood's insurer.
- 4 Heywood will never be liable for consequential damage and indirect trading loss, business interruption loss, delays in the construction, loss of orders, loss of profit, processing costs, etc. Nor will it be liable for damage or loss caused by subordinates or assistants of Heywood or caused or in connection with materials used by Heywood.
- 5 Heywood will not be liable for damage or loss arising from or caused by the (incorrect) use of the delivered goods or by their unsuitability for the purpose for which the Other Party purchased them.
- 6 The Other Party indemnifies Heywood against any liability towards third parties that goes beyond (the amount of) the liability that Heywood has towards the Other Party.
- 7 Any legal action regarding a hidden defect can no longer be brought by the Other Party or by its legal successors after the expiry of 3 years from the moment of delivery.
- 8 Heywood's liability is at all times limited to the amount that the insurer pays out in any case.
- 9 The limitations of liability for direct damage or loss included in these terms and conditions do not apply if the damage or loss is due to intent or gross negligence on the part of Heywood or its employees.

#### **Article 12 COMPLAINTS**

1. Any complaints will only be processed by Heywood if submitted to Heywood in writing within 10 days after delivery of the relevant performance, accurately stating the nature and basis of the complaints.
2. Complaints about invoices too must be submitted in writing, within 14 days of the invoice date.
3. After the expiry of these terms, the Other Party is deemed to have approved the delivered goods or the invoice. In that event, any complaints will no longer be accepted by Heywood.
4. Goods that have been completely or partially processed are in any case deemed to have been approved and any complaints will therefore be rejected.
5. If the complaint is found to be justified by Heywood, Heywood is solely obliged to deliver the agreed performance at a later date.
6. Only if and insofar as the complaint is found to be justified, will this suspend the payment obligation of the Other Party until the moment at which the complaint has been settled.



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### **Article 13 WARRANTY**

1. Subject to the limitations stated below, Heywood provides a warranty on the products and work supplied by Heywood for a period to be agreed upon. This warranty is limited to manufacturing defects.
2. No guarantee is given for defects resulting from:
  - acts or omissions by the Other Party or by third parties.
  - Defects due to external causes, such as fire or water damage, or due to causes otherwise not attributable to Heywood.
3. If Heywood replaces parts in compliance with its warranty obligation, the replaced parts become the property of Heywood.
4. If the Other Party does not comply with any obligation arising from the agreement concluded between the parties, or if only partially or not in a time, Heywood will not be obliged to provide any guarantees for as long as that situation continues.

### **Article 14 RETENTION OF TITLE**

1. Goods delivered or to be delivered remain the property of Heywood as long as the Other Party the invoice or invoices relating to the goods delivered or to be delivered, or the work carried out and to be carried out remain outstanding and any claims (including interest owed and extrajudicial collection costs) due to failure to comply with the agreement remain unsettled.
2. The Other Party may not tax, sell, resell, supply on, alienate or otherwise encumber the products or make them available to third parties before ownership has been transferred.
3. In the event of suspension of payments, bankruptcy, moratorium, liquidation of the Other Party or, if the Other Party is a natural person, in the event of his or her death, Heywood will be entitled to fully or partially cancel the order without notice of default or judicial intervention and claim the unpaid part of the delivered goods back.
4. The Other Party undertakes to insure the goods delivered under retention of title and to keep them insured against fire, water and explosion damage, as well as against theft. The policy must be made available for inspection immediately on request of Heywood.
5. If Heywood wishes to exercise its ownership rights included in this article, the Other Party herewith gives unconditional and irrevocable permission to Heywood or third parties to be designated by it to enter all those places where Heywood's property is located and to take the goods back.
6. If third parties seize the goods delivered under retention of title, or wish to establish or enforce rights thereon, the Other Party will be obliged to notify Heywood thereof as soon as can reasonably be expected.
7. Cancellation and taking back goods do not affect Heywood's right to compensation for loss or damage.

### **Article 15. PAYMENT**

1. Unless otherwise agreed in writing, payment by the Other Party must be made in cash before completion or delivery, without discount or setoff, or by deposit or transfer into a bank account as designated by Heywood. The value day stated on Heywood's bank statements is decisive and is therefore regarded as the date of payment.
2. The Other Party is not entitled to deduct any amount from the purchase price due to any counterclaim made by it. Objections to the amount of the invoices and/or claims due do not suspend the payment obligation.
3. All payments made by the Other Party serve primarily to settle any interest and collection costs incurred by Heywood and subsequently to settle the oldest outstanding invoices.
4. If payment remains forthcoming for more than 1 month, Heywood can suspend the execution of the assignment until payment has been made.
5. Without prejudice to its right to compensation for costs, damage and interest, Heywood, without any judicial intervention being required, has the right to either consider the agreement as dissolved or to claim in full any amount owed by the Other Party on the basis of the services provided by Heywood, with immediate effect and without any warning or notice of default being required:

- if the Other Party is declared bankrupt, assigns its assets, applies for suspension of payments or if all or part of its property is seized,
  - if the Other Party dies or is placed under curatorship,
  - if the Other Party fails to comply with any obligation imposed on it by law or these terms and conditions,
  - if the Other Party fails to pay an invoice amount or part thereof within the set payment term,
  - if the Other Party decides to discontinue or transfer its business, or a significant part thereof, including the contribution of its business to an existing partnership or one to be established and/or changes the objective of its business,
  - if the Other Party informs Heywood that it wishes to proceed to sell the property in or on which Heywood (must) carry out its work.
6. In the event of premature termination, Heywood reserves the right to payment of the invoices for work performed/goods delivered to date, as part of which the provisional results of the work performed to date will be made available to the Other Party, subject to approval. Insofar as this entails additional costs, these will be charged.

### **Article 16. INTEREST AND COSTS**

1. If payment has not been made within the term stated in the previous article, the Other Party will be legally in default and owe interest of 1% per month (or part thereof) on the outstanding amount, with effect from the invoice date.
2. All judicial and extrajudicial costs incurred will be payable by the Other Party. The judicial costs include all actual costs of legal and procedural assistance incurred during legal proceedings that exceed the court-approved scale of costs. The collection costs are calculated in accordance with what is customary in Dutch collection practice.
3. The extrajudicial collection costs amount to at least 15% of the amount owed by the Other Party, including the aforesaid interest.

### **Article 17 SECRECY**

1. Each party undertakes to maintain secrecy towards third parties with regard to all confidential information and data originating from or relating to the other party, insofar as this information and data has become known to the first party within the framework of the quotation or assignment.
2. Heywood has the right to announce the existence of agreements concluded between Heywood and the Other Party in publications and interviews, etc.

### **Article 18 PRIVACY AND PERSONAL DATA**

1. The parties mutually undertake to act in accordance with the legislation in the field of personal data protection. The parties act in accordance with the Data Breaches Reporting Obligation Rules of the Dutch Data Protection Authority, the GDPR and the GDPR Implementation Act.
2. If a controller has become aware of a data breach, it must immediately report this to the Dutch Data Protection Authority, within 72 hours if possible. If this is not possible, an explanation must be given for the delay.
3. If it appears that a data breach has occurred involving the Other Party, which must be reported by the Other Party to the Dutch Data Protection Authority and/or the data subject(s), Heywood will notify the Other Party of this as soon as possible after Heywood has become aware of the data breach. Heywood will endeavour to immediately provide the Other Party with all information it needs to make a complete report to the Dutch Data Protection Authority and/or the data subject(s).
4. Parties must take appropriate technical and organisational measures to protect personal data against loss or any form of unlawful processing.
5. Heywood may engage third parties (sub-processors) to carry out certain activities, if, for example, these third parties have specialist knowledge or resources that the contractor does not have. If engaging third parties results in them processing personal data, Heywood will make agreements with those third parties about the security of personal data. By entering into an agreement with Heywood, the Other Party gives permission to Heywood to engage third parties.

6. Heywood will only process personal data within the European Economic Area, unless agreed otherwise in writing with the Other Party.
7. Heywood is not liable for fines or claims if the Other Party does not comply with the obligations under legislation and regulations in the field of the protection of personal data.



**Article 19. APPLICABLE LAW AND COMPETENT COURT**

All our offers, agreements and the implementation thereof, including disputes arising from these, are governed exclusively by Dutch law. Any disputes must be brought exclusively before the competent court of East Brabant.

The terms and conditions were filed with the Chamber of Commerce on 18 December 2023, under file reference number 1722.7785.