GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
WoodMart Group B.V.

Version 2026-01

Article 1 General provisions
1. “Seller” means WoodMart Group B.V., registered with the Dutch Chamber of Commerce (KvK) under number 84453109.
2. “Buyer” means any natural or legal person who has entered into or intends to enter into an agreement with the Seller, as well as their representatives, agents, successors in title and heirs.
3. “Goods”/“subject of delivery” means WoodMart floor and decking boards, WoodMart wall and facade panels, Bruggan decking boards and Legro wall and facade panels.

Article 2 Scope
1. These conditions apply to and form an integral part of all offers, quotations and purchase agreements of the Seller for goods and/or services of any kind.
2. Deviations from these conditions are only valid if expressly agreed in writing between the parties.
3. If one or more provisions of these general conditions conflict with the law and/or with the principles of reasonableness and fairness, the remaining provisions of these general conditions remain fully applicable.

Article 3 Offers
1. All offers and quotations are without obligation, both as regards prices and delivery times of the goods, even if the offer contains a period for acceptance, unless otherwise agreed in writing.
2. The prices stated are exclusive of VAT and other levies or taxes imposed by the authorities.
3. The Seller may pass on price increases if, between the time of the offer/quotation and the performance of the agreement, prices have changed due to increases in turnover tax, levies, the cost of raw materials or the cost of packaging materials.
4. Information in illustrations, samples, colour charts, catalogues, technical drawings, advice and other supplementary information provided by the Seller is not binding on the Seller and is for guidance only.
5. The Seller is not liable for errors and discrepancies in prices, illustrations, drawings, dimensions and weights stated in price lists, offers and/or order confirmations.
6. Every sale for procurement is made on the express condition that prices are based on the cost factors applicable at the time the (purchase) agreement is concluded, including: export duties in the country of origin, freight and insurance, unloading costs, import duties, levies and taxes.
7. Any favourable or unfavourable differences at the time of shipment and/or arrival and/or delivery are for the benefit or at the expense of the Buyer.
8. All advice, information, instructions for use and directions for installation, use, maintenance and storage are given by the Seller to the best of its knowledge, but entirely without obligation and without any liability on the part of the Seller. The Seller is never liable for the ultimate suitability of the goods for each individual application of the Buyer, nor for any advice on the use or application of the goods. This also applies if that purpose has been made known to the Seller.
9. The Buyer is responsible for the dimensions and quantities it specifies. Tolerances apply to the dimensions specified by the Buyer for the wood composite products to be supplied, unless such tolerances have been excluded in writing in advance.

Article 4 Formation of the agreement
1. A binding agreement is formed by the Seller's written acceptance, including by email, or order confirmation, or by actual performance of the Buyer's order.
2. The order confirmation is deemed to be a correct and complete representation of the order, unless the Buyer objects to it in writing before actual delivery.
3. Subsequent supplementary or amending agreements, as well as arrangements or promises made by the Seller's employees, constitute a new offer and only bind the Seller if confirmed by it in writing.
4. Before continuing performance of the agreement, the Seller is entitled to require security from the Buyer for fulfilment of its entire payment obligation.
5. The Seller reserves the right to refuse orders and/or assignments without giving reasons.

Article 5 Delivery and risk
1. Delivery from the central warehouse in the Netherlands is carriage paid to an address in the Netherlands (excluding the Wadden Islands) for orders of € 2,600.00 or more excluding VAT. In the case of carriage-paid delivery, the goods are transported at the expense and risk of the Seller. The method of transport is determined by the Seller. Deliveries below this amount are made on the basis of a transport cost quotation accepted by the dealer.
2. In all other cases the goods are transported at the expense and risk of the Buyer.
3. Notwithstanding paragraph 1 of this article, the risk of war and riot damage is always borne by the Buyer.
4. If it has been agreed that the goods will be delivered directly from abroad, the Buyer bears the full risk of defective arrival, in terms of both quantity and quality, of non-arrival or late arrival, and the risk of and during procurement.
5. In the case of carriage-paid delivery, the Seller is obliged to transport the goods to the point that can be reached by the vehicle over properly passable (or made passable) ground, or by ship over properly navigable water. Unless otherwise agreed, the Buyer must arrange in good time for any consents, exemptions and permits required in the transport area. The Buyer must ensure good accessibility of the place where the goods are to be unloaded. The Buyer must take receipt of the goods at that place and unload them immediately. If the Buyer fails to do so, the resulting costs are for its account.
6. If an order accepted by the Seller cannot be delivered because the Seller's supplier cannot or can no longer deliver (for whatever reason), the Seller may offer the Buyer an alternative. If the Buyer cannot accept the alternative offered, the Seller is entitled to dissolve, without judicial intervention, the part of the agreement that cannot (or can no longer) be performed. The Seller is not liable for non-delivery or incomplete delivery of the order.

Article 6 Delivery times
1. Delivery times are set by mutual agreement; however, delivery dates and/or periods stated by the Seller are for information and guidance only and are expressly not strict deadlines, unless expressly agreed in writing.
2. If delivery is delayed because the stated circumstances change, the delivery period is extended by the duration of that delay. The Seller will inform the Buyer of any delay in good time. Late delivery does not entitle the Buyer to dissolve the agreement, refuse to take delivery of and/or pay for the goods, or claim damages.
3. If no call-off periods have been agreed for call-off deliveries, the Seller is entitled to payment three months after the order.
4. If nothing or only part has been called off three months after the order, the Seller is entitled, except in the case of an agreed strict deadline, to request the Buyer in writing to call off the entire order within three months.
5. The Seller is entitled to charge storage costs until the call-off materials have been delivered to the Buyer in full.
6. The Seller is entitled to make partial deliveries. In that case the Seller will state the delivery times for each partial delivery.

Article 7 Returns
1. Returns cannot be accepted without prior agreement. If goods may be returned, costs will be charged, details of which can be requested from the Seller.
2. Goods that have been wholly or partly worked, damaged goods, and packaged goods whose packaging is missing or damaged can never be returned.

Article 8 Payments
1. Payment must be made as agreed in the agreement; failing agreement, a payment term of 14 days applies. The payment term is a strict deadline, and once it has expired the Buyer is in default by operation of law.
2. All amounts invoiced to the Buyer must be paid without any deduction or set-off. The Buyer may not suspend payment of invoices.
3. If the Buyer is in default with (part of) its payments, the entire amount owed to the Seller, whether due or not yet due, becomes immediately payable.
4. In the event of non-payment within the term referred to in Art. 8.1, the Buyer owes the Seller default interest of 1.5% of the invoice amount for each month of late payment, a part of a month counting as a full month, from the first day after the agreed payment term has expired.
5. If, due to the Buyer's default, the Seller has to hand over its claim for collection, all associated costs, such as administrative costs and judicial and extrajudicial costs, including the costs of a bankruptcy petition, are for the Buyer's account. Notwithstanding the Dutch Collection Costs Act (Wet Incassokosten), the extrajudicial collection costs amount to at least 15% of the outstanding amount, with a minimum of € 500.00.
6. Payments made by the Buyer, regardless of any allocation it specifies, always serve first to settle all interest and costs owed and then the oldest outstanding payable invoices.
7. If the Buyer is in default of payment to the Seller, the Seller is entitled to suspend further performance of all related agreements until payment has been made, and may require advance payment for further deliveries, even if otherwise agreed.
8. The Seller is entitled to set off both its own claim and that of a company affiliated with it against the claim of the Buyer and/or of companies affiliated with the Buyer.

Article 9 Inspection and complaints
1. The quantities stated on consignment notes, transport documents or similar documents are deemed correct unless a complaint was made immediately after receipt and before working and/or processing, and this was noted on the consignment note or receipt.
2. The Buyer must inspect the subject of delivery for visible defects within 48 hours of delivery. During this inspection the Buyer must handle the packaging material and/or protective films on the surfaces of the subject of delivery with care. Complaints about visible defects lapse if the Buyer has not reported the defect to the Seller in writing within 48 hours of receiving the goods.
3. All other defects than those described in paragraphs 1 and 2 must be reported to the Seller in writing within 8 days of the Buyer discovering, or reasonably being able to discover, a defect, stating precisely the nature and grounds of the complaint. After this period the Buyer can no longer invoke a defect in the performance.
4. Complaints are not accepted for goods that have been started on or wholly or partly worked and/or processed. Working means finger-jointing, edge gluing, surface gluing, priming, painting, impregnating, planing, sanding, drilling, milling, cutting, drying and/or any other working of the goods.
5. The Buyer must report any errors in the invoice to the Seller within 10 working days of receipt. Otherwise the invoice is deemed to be correct.
6. Complaints do not entitle the Buyer to demand dissolution of the agreement or to withhold, suspend or postpone payment in whole or in part; set-off is expressly excluded.

Article 10 Quality
1. Unless expressly stated otherwise at the time of sale, normal quality in accordance with the technical specifications in the technical product sheets is supplied. Deviations in dimensions and/or number of pieces per trade unit in accordance with customary industry standards are permitted. The tolerance standards of the manufacturer and/or supplier are deemed normal.
2. The Seller is not liable for colour differences not exceeding the shades caused by colour stabilisation, which is for the Seller to assess. The Buyer cannot derive from this any right to refuse the delivery.

Article 11 Guarantee
The manufacturer's guarantees on WoodMart floor and decking boards and WoodMart wall and facade panels are passed on in full to the Buyer; the Buyer's rights are also limited to them. The guarantee conditions that apply to the supply of WoodMart floor and decking boards and WoodMart wall and facade panels are set out on the website: woodmartgroup.com/guarantee.

Article 12 Liability
1. The Seller is not liable for damage unless that damage is the result of its gross negligence or wilful misconduct.
2. The Seller is never liable for indirect damage, including loss of profit and so-called consequential damage, such as downtime, delays to work, loss of orders and the like, suffered by the Buyer and/or third parties as a direct or indirect result of defects.

3. The Seller is never liable for damage or defects in specific materials, components and constructions that, possibly in deviation from applicable standards, have been expressly prescribed by or on behalf of the Buyer, or made available by the Buyer. Nor is the Seller ever liable for discrepancies in quantities and dimensions specified by the Buyer.
4. The Seller is never liable for claims by third parties on any grounds whatsoever. The Buyer indemnifies the Seller against all (awarded) claims by third parties relating to goods supplied by the Seller, regardless of the cause or the time at which the damage occurred.
5. The Seller cannot be held liable for any improper use and working of the goods supplied by the Buyer or third parties in breach of the directions for installation, use, maintenance and storage.
6. If the Buyer's failure to comply with contractual or statutory obligations results in liability of the Seller towards third parties, the Buyer hereby undertakes to indemnify the Seller against all consequences of that liability.
7. The period within which the Seller can be held liable for damages is in all cases limited, on pain of forfeiture, to 14 days after the event that caused the damage. All claims for damages expire 12 months after the start of the day of the claim, unless legal proceedings have been brought within that period.
8. Any right to damages lapses in any event when the manufacturer's guarantee period for WoodMart floor and decking boards and WoodMart wall and facade panels expires.
9. If the Seller is liable, its liability is limited to the invoice value, excluding VAT, of the (partial) delivery concerned.
10. Every employee of the Seller, as well as every intermediary engaged by the Seller, may invoke the preceding paragraphs of this article as if they were themselves a party to the agreement concluded between the Seller and the Buyer.

Article 13 Retention of title
1. All goods delivered and still to be delivered remain the exclusive property of the Seller until full payment of all claims that the Seller has or will acquire against its Buyer, including in any event claims relating to goods and/or services delivered and/or to be delivered, as well as all claims for the Buyer's failure to perform and from the balance of current accounts, including interest and costs, as referred to in Art. 3:92(2) of the Dutch Civil Code (BW).
2. As long as ownership of the goods has not passed to the Buyer, the Buyer may not pledge the goods, transfer ownership of them or grant any other right to them to third parties, except in the normal course of its business. The Buyer undertakes, at the Seller's first request, to cooperate in creating a right of pledge on the claims the Buyer acquires or will acquire from reselling goods to its customers.
3. The Seller is entitled to take back goods delivered under retention of title that are still with the Buyer if the Buyer is in default of its payment obligations or is or threatens to be in payment difficulties. The Buyer grants the Seller free access to its land and/or buildings at all times to inspect the goods and/or exercise the Seller's rights.
4. The costs arising from the Seller exercising its ownership rights are for the Buyer's account.

Article 14 Force majeure
1. During force majeure, the Seller's delivery and other obligations are suspended. If the period during which performance of the Seller's obligations is impossible due to force majeure lasts longer than six months, both parties are entitled to dissolve the agreement without judicial intervention, without any obligation to pay damages arising in that case.
2. If, when the force majeure occurs, the Seller has already partly fulfilled its obligations or can only partly fulfil them, the Seller is entitled to invoice separately the part already delivered or deliverable, and the Buyer must pay that invoice as if it were a separate agreement.
3. Force majeure within the meaning of Article 6:95 of the Dutch Civil Code (BW) means, in addition to what is understood by it in law and case law, an impediment to performance due to circumstances that were unforeseeable when the agreement was concluded and are not attributable to the Seller, including but not limited to business disruptions at and failures by suppliers, intermediaries, forwarders, loaders and other third parties involved in supplying goods to the Seller, as well as non-delivery, late delivery or incorrect delivery by the Seller as a result of fire, water damage, environmental disasters, war, strikes, excessive sickness absence or staff shortages, delay in (re)delivery by the supplier, weather conditions, IT failures, failures or defects in the information systems of the Seller or its suppliers, lack or withdrawal of means of transport, import and export restrictions, or closure of national borders.

Article 15 Dissolution
1. If the Buyer, despite a notice of default setting a reasonable period, fails to perform, performs late or performs incorrectly an (payment) obligation arising from an agreement concluded with the Seller, and in the event of suspension of payments, an application for a moratorium, bankruptcy, being placed under guardianship or liquidation of the Buyer's business, the Seller is entitled to dissolve the agreement in whole or in part without notice of default and without judicial intervention, without prejudice to any right to damages and subject to Article 8. Mutual claims then become immediately payable.
2. Dissolution of the agreement in whole or in part takes place by written declaration of the entitled party. Before sending the Seller a written declaration of dissolution, the Buyer must always first give the Seller written notice of default and allow it a reasonable period to still fulfil its obligations or remedy the defects, which the Buyer must specify precisely in writing.
3. If the Seller agrees to a dissolution without there being any failure on the part of the Seller, the mutual claims become immediately payable. The Seller is always entitled first to compensation for all financial loss such as costs, loss of profit and reasonable costs of establishing damage and liability. In the event of partial dissolution, the Buyer cannot claim reversal of performances already made by the Seller, and the Seller is fully entitled to payment for the performances it has already made.
4. The Seller is entitled to dissolve the agreement in whole or in part without judicial intervention or notice of default if the Buyer fails to fulfil its obligations under the agreement, is declared bankrupt, applies for a moratorium, is admitted to the statutory debt restructuring scheme, or otherwise loses the power to dispose of its assets or part of them. In such cases every claim of the Seller against the Buyer is immediately payable in full.

Article 16 Right to amend
The Seller reserves the right to amend the General Terms and Conditions of Sale and Delivery after an agreement has been concluded with the Buyer, including for existing agreements. If the Seller amends the General Terms and Conditions of Sale and Delivery, it will inform the Buyer. The Buyer is then free to terminate the agreement from the time the new General Terms and Conditions of Sale and Delivery apply, or at the latest within 7 days after the new general conditions take effect.

Article 17 Applicable law / Competent court
1. Dutch law applies to all agreements to which these conditions have been declared applicable.
2. All disputes will be decided by the District Court (Rechtbank) of Amsterdam, unless the Seller submits the dispute to another court that has jurisdiction under the rules of jurisdiction.