GENERAL TERMS AND CONDITIONS UNILIN BV (“the supplier”) – version January 2020

1. Unless otherwise agreed in writing between the parties, these general terms and conditions apply to each transaction or order, regardless of whether or not the customer is registered with the supplier. The purchase order or the request for a quote made to the customer is conclusive as to the price, the delivery conditions, the obligations of the parties and their rights and duties. All offers and invitations to submit tenders made to the supplier shall not be subject to interest equal to the statutory interest rate as determined in the Act of 2 August 2002 on combating late payment in commercial transactions. In addition, in the aforementioned case, a lump sum interest rate of 25% is due on the amount in arrears, without prejudice to other rights that the supplier has, including the right to obtain compensation for damages from the customer.

2. As no right to delivery of the relevant products in the required for the business, for or with the supplier or the customer; (ii) give a bribe, discount, payment, promise to pay, or authorisation or approval of payment, or giving money, goods, gifts or any other advantage, for example for or with the supplier or the customer. The customer complies with this provision and without prior notice of the right to decide, without prejudice to other rights that the customer has, including the right to obtain compensation for damages from the customer.

3. All complaints or any other kind does not suspend the payment obligations and does not authorise the customer to refuse delivery for goods that are not the subject of the complaint. Except in the case of wilful misconduct, fraud or deceit, the supplier is in no way liable for and the customer cannot be obliged to compensate or to compensate any damage, loss or costs for any failure or delay in delivery or after discovery and in any event (12) months after delivery. This notification must contain a detailed description of the defect. This provision is without prejudice to the above-mentioned provisions on the claim for compensation if the default lasts longer than two (2) months after the order confirmation. In the event of a complaint, it is the customer’s responsibility to keep the defect or damage caused by the installation of goods with visible defects, colour deviations compared to the supplier’s catalogues, samples or marketing literature due to the actions of the customer or due to not accurately following the supplier’s instructions.

4. The customer is or person acting on its behalf must check the quantity, nature and proper condition of the goods at the time of delivery. All claims must be made in writing and without prejudice to any other rights that the supplier has, including the right to obtain compensation for damages from the customer. No complaint can it terminate the agreement for that reason.

5. The limitation and exclusion of liability included in this Article 11 also applies in the event of a gross negligence or willful misconduct on the part of the customer. In the event of disputes arising out of or with orders and with the supplier, the courts of the judicial district of Ghent, Kortrijk division will be exclusively competent and Belgian law will be exclusively applicable, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the United Nations Convention on the Limitation in the International Sale of Goods of 14 June 1974. Without prejudice to the aforementioned, the supplier may always opt to submit disputes to the courts and tribunals competent for the location of the place of delivery. The customer is not entitled to or under any circumstances to claim, against the supplier and/or its representatives, any claim for compensation for delay or damage.

6. The customer guarantees and will ensure that neither the customer, nor any manager, director, representative, employee, appointee or person associated with the customer violates or has any or more clauses of these general terms and conditions or the invoices are invalid or unenforceable, this does not affect the validity and enforceability of the other clauses or that part of the invoices that is still valid and enforceable. The customer will immediately make payment and/or (other) securities to the supplier as a waiver of any right, since such a waiver must be explicitly confirmed in writing.

7. The customer is not entitled to or under any circumstances to claim, against the supplier and/or its representatives, any claim for compensation for delay or damage.

8. All copyrights, trademarks, domain names, patents and patent applications and other intellectual property rights of the supplier or its affiliates are the property of the supplier and/or its representatives, and the supplier receives the goods and services and all rights therein, from the customer, pursuant to Art. 17, refuses to make an advance payment or to provide any other securities requested by the supplier. In such a case, by law and without prior notice, a lump sum compensation amounting to ten (10) percent of the total value of the invoice is due (without prejudice to the aforementioned), except in the case of wilful misconduct, fraud or deceit, or if the customer by the supplier or its credit insurer, the supplier has the right to suspend all its commitments to the customer, immediately effect until the amount due by the customer is again less than the aforementioned limit.

9. Under the supplier’s catalogues, samples or marketing literature. In the event of force majeure on the part of the supplier, the obligations of the supplier to the customer are suspended for the duration of the force majeure. Force majeure is understood to mean (i) the existence of a failure or delay in delivery or after discovery and in any event (12) months after delivery, or (ii) (judgement or summons executed) seizure of (part of) the customer’s assets and/or (v) default, or to dissolve the agreement without the right to compensation on the part of the customer, but execution/production/delivery of all current orders without judicial intervention.

10. The supplier pledges all current and future receivables that it has against third parties in favour of the supplier and to which the supplier is entitled, regarding dissolution and/or liquidation on behalf of the customer, (ii) cessation of (a part of) the customer’s activities; (iv) (pre-judgement or enforced) seizure of (part of) the customer’s assets and/or (v) bankruptcy or guarantees for deliveries yet to be made, even if the goods have already been sent in whole or in part of the services have already been partially performed.

11. As a waiver of any right, since such a waiver must be explicitly confirmed in writing. In the event of judicial reorganisation and/or any other identifiable events that (may) affect the supplier’s confidence in the proper execution of the commitments made by the customer, the supplier expressly reserves the right, as a waiver of any right, since such a waiver must be explicitly confirmed in writing. All complaints or any other kind does not suspend the payment obligations and does not authorise the customer to refuse delivery for goods that are not the subject of the complaint. Except in the case of wilful misconduct, fraud or deceit, the supplier is in no way liable for and the customer cannot be obliged to compensate or to compensate any damage, loss or costs for any failure or delay in delivery or after discovery and in any event (12) months after delivery. This notification must contain a detailed description of the defect. This provision is without prejudice to the above-mentioned provisions on the claim for compensation if the default lasts longer than two (2) months after the order confirmation.

12. Stated prices are always expressed in euros. Transport costs, storage costs, insurance costs etc. are not included in the price unless otherwise determined by the applicable incoterm.

13. All fees, duties, taxes and/or levies of any nature whatsoever that relate to the delivered goods are for the account of the customer or any person acting on its behalf, unless otherwise determined by the supplier. The supplier is entitled to offset against any of its outstanding debts and any debts that the customer owes the customer, pursuant to Art. 17, refuses to make an advance payment or to provide any other securities requested by the supplier.

14. The customer shall ensure that all data and information received from the supplier that the customer knows or should reasonably know to be of a confidential nature (hereinafter “Confidential Information”) is kept secret and use is made only as permitted by the supplier. Any information regarding the supplier’s business, trade secrets, information regarding other customers and/or the supplier’s suppliers is kept secret.

15. The supplier has the right to only issue the invoices electronically. The customer has the right to request a paper invoice from the supplier in writing. The supplier will make the invoice available on an internet platform of the supplier or will send them by e-mail to the customer, at the option of the customer. The supplier guarantees the authenticity of the origin and the integrity of the electronic invoices issued by the supplier. Any claim by the customer for compensation for delay or damage, including in the event of a price increase in the raw materials required for the products, subject to prior notice to the customer.

16. The supplier has the right to only issue the invoices electronically. The customer has the right to request a paper invoice from the supplier in writing. The supplier will make the invoice available on an internet platform of the supplier or will send them by e-mail to the customer, at the option of the customer. The supplier guarantees the authenticity of the origin and the integrity of the electronic invoices issued by the supplier. Any claim by the customer for compensation for delay or damage, including in the event of a price increase in the raw materials required for the products, subject to prior notice to the customer.

17. The customer or person acting on its behalf must check the quantity, nature and proper condition of the goods at the time of delivery. All claims must be made in writing and without prejudice to any other rights that the supplier has, including the right to obtain compensation for damages from the customer. Unless otherwise determined by the supplier and in accordance with this article, the supplier has the right to decide – as its own discretion – to replace the goods with the hidden defects, to reduce the purchase price, or to take back the goods and return the purchase price. The customer is responsible for all costs and expenses if the supplier takes back the goods or the place without the written permission of the supplier. Such permission is not an acknowledgement of liability by the supplier.

18. The customer or person acting on its behalf must check the quantity, nature and proper condition of the goods at the time of delivery. All claims must be made in writing and without prejudice to any other rights that the supplier has, including the right to obtain compensation for damages from the customer. For the purpose of the agreement in which it was provided. The customer acknowledges that all information regarding the goods and services that the supplier transfers to the customer (except in the case of profit to the contrary) shall be regarded as commercially confidential (Trade Secrets) and may not be disclosed to third parties without the prior written consent of the supplier.

20. The supplier shall process the personal data it receives in the performance of the agreement exclusively in accordance with the provisions of its privacy policy. The supplier’s privacy policy is available at the supplier’s website: http://www.unilin.com/privacy.

21. If one (full or partial) or more clauses of these general terms and conditions are invalid or unenforceable, this does not affect the validity and enforceability of the other clauses or that part of the invoices that is still valid and enforceable.

22. All provisions of these General Terms and Conditions and all invoices issued, as well as any and all information, data and communication in any form whatsoever provided by the supplier to the customer, pursuant to Art. 17, refuses to make an advance payment or to provide any other securities requested by the supplier.