

## A. TERMS OF USE

### 1. Applicability

Every visit to the site of UNILIN Distribution Ltd is subject to its general terms, including the following special terms.

By using this site, my.unilin.com, you signify your agreement to the following terms of use. If you do not agree to these terms of use, please do not use this site. These terms of use only apply to the use of this website and are, under no condition, applicable on the sale and delivery of goods by UNILIN Distribution Ltd. If you violate these terms of use or if you use this site for unlawful and illegal purposes, UNILIN Distribution Ltd can revoke your access without any notice. UNILIN Distribution Ltd reserves the right to update or revise these terms at any time. You should check the terms periodically for changes. You can review the most current version of the terms at the start page. If, as to particular by these terms governed subjects, deviations are allowed, these terms shall be applicable in all other respects. Deviations are never applicable for more than one assignment, except in the case of written confirmation.

### 2. Description of service

The site "my.unilin.com" offers users the possibility to look up products of UNILIN Distribution Ltd and group them with a view to an order. You can, according a detailed catalogue, select the chosen products and load them into your cart. With a search engine you quickly find anything you need. Furthermore, you can easily consult the accessories that go with the product. The system will help you to optimise your order. Besides, with statistics you can check what you have ordered and at what time you have submitted which order. This way you have a handy survey.

### 3. Offer without commitment

The disposal of facts by UNILIN Distribution Ltd on this site can by no means be considered by the user as a binding offer from UNILIN Distribution Ltd for the sale of goods. An agreement concerning the sale of goods by UNILIN Distribution Ltd will only become effective by the written order confirmation from UNILIN Distribution Ltd to the customer, on the customary order confirmation forms, from which the content will be binding for both parties and will set out their obligations towards each other, without prejudice to the applicability of these terms.

### 4. Your registration obligation accurate information

In consideration of your use of the service, you explicitly agree to provide true, accurate, current and complete information

about yourself and to inform UNILIN Distribution Ltd immediately in case of possible changes. UNILIN Distribution Ltd has the right to suspend or terminate your registration and/or the use of the service, if it has grounds to suspect that the submitted information is untrue, inaccurate, not current or incomplete.

### 5. Password and security access

#### Code and password

As part of the registration process, you will receive an access code and matching password. You are responsible for maintaining the confidentiality of the access code and password, so that only those, whose names are beforehand known by UNILIN Distribution Ltd, have knowledge of this password. Any use of these identification elements is on your sole responsibility. You are responsible for the proper exit from your account at the end of each session.

#### Notification requirement

You agree to immediately notify UNILIN Distribution Ltd of any unauthorized use of your password or any other breach of security, or when you have reason to assume your access code and/or password are being used unauthorized. You have to confirm this notification by registered mail. Lapse of password Your password lapses when you do not make any use of the service of this website to order goods of UNILIN Distribution Ltd during six months. Possibly, UNILIN Distribution Ltd can consider a new registration necessary.

#### Unlawful practices

- You are not allowed to use the service of UNILIN Distribution Ltd for unlawful, political or discriminating purposes.
- You agree to respect the current laws when you submit material through the site of UNILIN Distribution Ltd. It is prohibited to submit unlawful, abusive, obscene, harassing information, incompatible with public order and/or good morals, invading another's privacy or inciting to racial discrimination or xenophobia;
- You agree not to submit or post any unsolicited mail;
- It is strictly prohibited to "hack" the site of UNILIN Distribution Ltd or any other system that is available on or through the Internet;
- The provisions of the Law of 28th November 2000 on Information Crime are applicable.

You agree not to use the service of UNILIN Distribution Ltd for any act that results in:

- illegal entrance to data of linked networks; - affecting the proper functioning of UNILIN Distribution Ltd or her site or endangering the use or capacity of the operations for other users;
- harming or destroying the integrity of computer data. In case of unlawful use of this site, UNILIN Distribution Ltd reserves the right to terminate your access to this site, without any notice. UNILIN Distribution Ltd can not be held liable for infringements by use of this service by third parties or users. UNILIN Distribution Ltd invites its users to report any unlawful content which may be available on its site, in order to allow UNILIN Distribution Ltd to take the necessary and appropriate measures to delete this information or make it inaccessible.

#### **Use of "cookies"**

UNILIN Distribution Ltd can make use of "cookies", little parts containing information, which are being stored on the hard disk of the user, in order to simplify the use of this site. For instance, "cookies" can be used to fix a choice of language. The use of "cookies" is commonly accepted by users. If you should prefer not to accept "cookies", you can eliminate this by adapting the preferences of your browser. However, in that case, UNILIN Distribution Ltd can not guarantee the proper functioning of this site.

## **6. Limitation of liability own risk**

Your use of the service of UNILIN Distribution Ltd is at your sole risk. UNILIN Distribution Ltd makes no warranty, whether explicit or implied, relating to the proper functioning of this site, the information, the contents, the materials or the products, including the prices, which are presented on this site. no warranty of failure, interruptions, errors,... Although UNILIN Distribution Ltd takes care over the layout and the use of this site, the data could contain technical mistakes or mistakes concerning content or typographical errors. The use of the site could be temporarily interrupted or suspended.

This site is provided by UNILIN Distribution Ltd on an "As is" and "As available" basis. UNILIN Distribution Ltd makes no warranty in relation to accuracy, completeness or suitability of the information for any use whatsoever, nor in relation to the permanent availability of the site. The user can pass through or communicate the necessary information at any time to UNILIN Distribution Ltd through conventional channels, like fax, telephone, letter,...

The information on the website can be out of date. UNILIN Distribution Ltd makes no commitment to keep the

information updated at any time. Failure, interruptions or mistakes in the electronic supply of the service do not entitle the user to any financial compensation. UNILIN Distribution Ltd reserves the right to make changes to the layout, content of her service and/or website, without notice. Any temporary delay or suspension of activities caused by these adjustments, does not entitle the user to claim damages, direct or indirect. UNILIN Distribution Ltd does not warrant that the available service is the most recent version. UNILIN Distribution Ltd assumes no responsibility and shall accept no liability for any decision or act, which the user should have taken, based on the information or data. Neither shall UNILIN Distribution Ltd be liable for mistakes and errors or, towards the users or third parties, for any direct, indirect, incidental damage, lost profits, loss of opportunity or any other damage, arising out of negligence or oblivion in providing, compiling, installing, writing, interpreting, announcing and spreading information or data through this service, even when UNILIN Distribution Ltd was warned for such damage.

In case some jurisdictions do not allow this exclusion of warranty or limitations of liability, the liability of UNILIN Distribution Ltd would be limited to the fullest extent permitted by law. no warranty of viruses and other damage UNILIN Distribution Ltd assumes no responsibility and shall accept no liability for damage and viruses that may effect your computer equipment arising out of your use of or access to this service. UNILIN Distribution Ltd commits itself to act with the greatest possible care, in order to prevent that this site would be affected by viruses or other damaging elements, of which nature whatsoever. hyperlinks This site can contain links to third party websites. UNILIN Distribution Ltd has no control over such sites or the information they contain. You acknowledge and agree that UNILIN Distribution Ltd is not responsible for the content or quality of these websites. A link does not necessarily mean that UNILIN Distribution Ltd cooperates or that UNILIN Distribution Ltd approves the information on these sites.

## **7. Downloading material**

UNILIN Distribution Ltd gives you the permission to download and print certain material, under the following cumulative conditions:

- You can only download and/or print material for which UNILIN Distribution Ltd gives you her explicit approval;
- You agree to not modify or adjust the material in any way;
- You agree to not modify or omit in any way the signs of intellectual proprietary rights of UNILIN Distribution Ltd (like trademarks or patents);

- UNILIN Distribution Ltd reserves the right at any time to refuse downloading or printing of material, without notice;
- You only receive a temporary user's right on this service. This right can not be considered an assignment of rights.

## 8. Intellectual proprietary rights

### Copyrights

You acknowledge explicitly that all content and materials available on this site are the property of UNILIN Distribution Ltd. This website, as well as the content, logos, images and other items, and their selection and design are protected under copyright. Any copy, modification, adjustment or every other method of use or exploitation of the entire or part of this site, under any way and no matter how, is strictly prohibited, except in the case of prior written consent of UNILIN Distribution Ltd. Likewise, it is strictly prohibited to save this information electronically or use it for unlawful purposes.

### Trademark information

The trademarks, logos and other marks that are being used on this site, are trademarks and/or trade names which are legally protected. The permission to use this website does not license you to use the marks or names appearing on this site. Any use of these or similar marks or names is strictly prohibited without the prior written consent of the rightful owner. In case of copyright or trademark infringement, UNILIN Distribution Ltd reserves the right to institute civil or criminal proceedings.

## 9. Privacy policy

### Collecting information

UNILIN Distribution Ltd collects personal information in the context of registration on the site. This information shall be stored to guarantee the proper functioning of the service, to optimise it by analysis and to gear the service better to the needs of the user. The submitted information can be used by UNILIN Distribution Ltd for marketing purposes. If you wish that the information will not be used in the way, as been mentioned above, you are free to refuse by highlighting the provided indication during the registration process.

### Right of inspection and correction

Every user, who proves his identity, is authorized to gain access to his personal file and to make corrections, with prior dated and signed written request. modification and notification of this policy UNILIN Distribution Ltd reserves the right at any time to modify the terms of the current privacy policy, on notice to the customer by website or e-mail.

## 10. Choice of law and forum

### Applicable law

This site is being controlled from the registered office of UNILIN Distribution Ltd at WIELSBEKE (BELGIUM). Therefore, these terms are governed by the laws of Belgium.

### Jurisdiction

Any dispute, that arises from or is connected to the use of this site or one of the linked sites, is submitted to the exclusive jurisdiction of the courts of the judicial district of KORTRIJK. However, UNILIN Distribution Ltd reserves the right to apply to the competent court, in accordance with article 624 of the J.C., if it would wish to do so. By using this site, the user submits himself to the jurisdiction of these courts, and he renounces his right to object to this jurisdiction or place of trial.

### Invalid term

If any of these terms would be considered invalid or inapplicable, this invalid or void term will be considered replaced by a valid and applicable term, of which the content will approach the original term as close as possible. All other terms will remain valid.

### Sole agreement

This agreement contains the only and complete agreement between UNILIN Distribution Ltd and the user in relation to the use of the website. It cancels and replaces all prior drafts and propositions, oral, written or electronic, concerning this site.

## B. GENERAL TERMS AND CONDITIONS UNILIN Flooring Ireland Ltd. ("the supplier") – version

### February 2024

1. Unless otherwise agreed in writing between the parties, these general terms and conditions

apply to each offer, each quotation and each order confirmation from the supplier and to each agreement

between the customer and the supplier. The supplier may decide at its discretion whether or not to accept

an order from the customer. Only an express, written order confirmation from the supplier creates an

agreement between the parties, and the customer has no right to delivery of the relevant products in the

absence of such an express, written order confirmation.

2. By accepting the order confirmation, either through an express written confirmation or

implicitly due to a lack of protest from the customer within three days after receiving the order confirmation, the customer declares its agreement with the content and applicability of these general terms and conditions and the language in which they are drawn up, it acknowledges having taken note of them, and expressly waives the application of its own general terms and conditions. Deviating clauses or conditions only apply to the supplier if the supplier has explicitly accepted them in writing. If, in addition to the English version of the general terms and conditions, the customer also received a version in another language, the English version will be considered as the authentic one and shall have priority in the event of disputes about the interpretation.

3. The supplier may change the current general terms and conditions at any time, and such amended conditions will apply thirty (30) calendar days after the notification of this new version to the customer. The failure or delay by the supplier to invoke any of its rights can under no circumstances be regarded as a waiver of any right, since such a waiver must be explicitly confirmed in writing.

4. The cancellation or request for amendment of a confirmed order is only possible with the express prior consent of the supplier shall result in the customer being liable to the supplier for payment of all costs incurred by the supplier up until the date of receipt of the notice of amendment or cancellation, which shall include any administrative costs and expenses incurred in dealing with such cancellation, without prejudice to supplier's other right or remedies to claim higher compensation if the actual damage suffered is higher. If the order for the goods are custom-made for the customer, the supplier shall be entitled to the price of the order, without prejudice to any other right or remedy available to the supplier.

5. Delivery takes place in accordance with the applicable Incoterm as stated in the order confirmation (according to the most recent version of the Incoterms as determined by the ICC) and, if applicable, by the supplier at a delivery address or on location. In the absence of an Incoterm being mentioned in the order confirmation, the delivery is Ex Works Suppliers Manufacturing location. It is the responsibility of the customer to ensure that the delivery location is in good condition and suitable as a delivery location. If a customer's representative is not present at the agreed delivery address and/or time,

or if delivery is not possible, the supplier has the right to charge the customer for the delivery and storage

costs for those goods, without prejudice to any other rights or remedies of the supplier. Deliveries of the

goods in different parts and tolerances of up to 10% on ordered volumes are possible and cannot give rise

to complaints. The delivery times stated, even in an order confirmation, are always indicative and given in

good faith, but are not binding and time of delivery is not of the essence. Delays in the delivery of the goods

shall not entitle the customer to refuse to take delivery or claim damages or terminate this agreement.

6. The delivered goods remain the property of the supplier until full payment by the customer of

any amounts due of whatever kind. As long as payment has not been made in full, the customer cannot

resell them or use them as collateral. The risk of loss and damage to the goods is transferred to the

customer in accordance with the Incoterm as stated in the order confirmation, or the Incoterm that applies

in accordance with Article 5 of these general terms and conditions

7. The legal and beneficial title of the delivered goods will pass to the customer once the supplier

has received payment in full for the delivered goods. Until the delivered goods have been paid for in full in

accordance with these general terms and conditions, the customer shall in respect of such delivered goods:

(i) hold the goods as bailee for the supplier; (ii) store the goods separately from all other products and

materials in the customer's possession; (iii) keep such goods in their original state, in perfect order, repair

and condition suitably stored and protected from weather and risk; (iv) ensure that the goods are clearly

identifiable and marked as belonging to the supplier; and (v) immediately inform the supplier if it becomes

subject to any of the events set out in clause 19 (i)-(v). If demanded by the supplier, the customer agrees

to promptly deliver up to the registered office of the supplier (or such other location as the supplier may

designate) any goods not paid for when payment has fallen due. The Supplier may repossess any goods

delivered to the customer in respect of which payment is overdue and thereafter retain, resell or otherwise

dispose of such goods in the supplier's sole discretion. For the foregoing purposes, the customer hereby

grants to supplier (and its agents, nominees and designees) (and represents and warrants it has procured

and shall maintain all necessary rights, permissions and licences from any relevant third party for the benefit

of the supplier) an irrevocable and unconditional right, permission and licence to enter on to any premises

where such goods are located for the purpose of repossessing same. Customer acknowledges and agrees

that this clause 7 constitutes and shall be deemed to constitute a retention of title clause.

8. The customer or person acting on its behalf must check the nature, quantity and proper

condition of the goods upon receipt. Any shortage, non-conformity with respect to the order or product

specifications or any other visible defects must be reported immediately on the delivery documents or at

the latest three (3) working days after delivery, under penalty of expiry of right of recourse. The condition

of the goods must be carefully verified again before installation or processing. If the customer does not

carry out the installation itself, it will impose this control on its customers or the installer it being understood

that the absence of verification or a faulty verification by the relevant parties shall always be the

responsibility of the customer. The use and processing of the goods by the customer implies acceptance

of the goods. Under no circumstances will the supplier be liable for damage caused by the installation of

goods with visible defects, colour deviations compared to the supplier's catalogues, samples or marketing

material, damage due to the actions of the customer or due to not accurately following the supplier's

instructions.

9. In the absence of specification in the matter, the usual quality present on the market applies.

Unless explicitly agreed otherwise between the parties, the supplier is not deemed to have knowledge of

or take into account the specific application that the customer will make of the goods or purpose for which

they are intended, and the supplier therefore cannot be held liable for this. Only the customer is liable for

the specific use that it makes of the purchased goods and/or the suitability of the goods for the purpose for

which it uses these goods or intends to use them.

10. The customer must report all complaints due to hidden defects, under penalty of expiry of its

rights, by registered letter within five (5) working days after discovery and in any case within twelve (12)

months after delivery. This notification must contain a detailed description of the defect. This provision is

without prejudice to the rights under any commercial warranty (in accordance with the applicable warranty

conditions and only if expressly agreed). In any case, the supplier can only be held liable for defects in the

goods if the technical requirements, processing instructions, installation instructions and maintenance

guidelines of the supplier have been correctly observed.

11. TO THE EXTENT PERMITTED BY LAW, THE SUPPLIER SHALL NOT BE LIABLE TO THE

EXTENT THAT ANY DAMAGE OR DEFECT IN THE PRODUCT IS DUE TO AN ERROR OR

NEGLIGENCE ON THE PART OF THE CUSTOMER OR OF A PERSON FOR WHOM THE CUSTOMER

IS RESPONSIBLE. IN THE EVENT THAT A COMPLAINT FOR DEFECTIVE GOODS WAS REPORTED

TO THE SUPPLIER IN TIME AND IN ACCORDANCE WITH THIS ARTICLE, THE SUPPLIER HAS THE

RIGHT TO DECIDE – AT ITS OWN DISCRETION – TO REPLACE SUCH DEFECTIVE GOODS, TO

REDUCE THE PURCHASE PRICE, OR TO TAKE BACK THE GOODS AND REPAY THE PURCHASE

PRICE. NO RETURN SHIPMENT CAN TAKE PLACE WITHOUT THE WRITTEN PERMISSION OF THE

SUPPLIER. SUCH PERMISSION IS NOT AN ACKNOWLEDGEMENT OF LIABILITY BY THE

SUPPLIER. THE REMEDIES OFFERED IN THESE GENERAL TERMS AND CONDITIONS SHALL

CONSTITUTE FULL AND FINAL REMEDY FOR ANY CLAIMS IN RESPECT OF DEFECTIVE

PRODUCT.

12. Any complaint of any 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 supplier cannot be obliged to

compensate the customer for any form of immaterial, indirect or consequential damage, including but not

limited to loss of profit, loss of revenue, loss of income, production loss or production downtime,

administration or personnel costs, an increase in general costs, missed opportunities, loss of clientele or

any claims from third parties (including customers of the customer). TO THE EXTENT PERMITTED BY

LAW, (A) THE TOTAL LIABILITY OF THE SUPPLIER PER CLAIM IS LIMITED TO THE INVOICE VALUE

OF THE PRODUCT GIVING RISE TO THE CLAIM, EXCEPT IN THE CASE OF INTENT, FRAUD OR



DECEIT; AND (B) THE LIMITATION AND EXCLUSION OF LIABILITY INCLUDED IN THIS ARTICLE 12

ALSO APPLIES IN THE EVENT OF A GROSS NEGLIGENCE ON THE PART OF THE SUPPLIER.

13. Stated prices are always expressed in euros and exclude VAT. Transport costs, storage

costs, insurance costs etc. are not included in the price unless otherwise determined by the applicable

Incoterm.

14. All fees, duties, taxes and/or levies of any nature whatsoever that relate to the delivered goods

or the delivery or transport thereof and the services provided, including new fees, duties, taxes and/or levies

that would be introduced or would become applicable after entering into the agreement, are entirely at the

expense of the customer, unless otherwise agreed by the parties. The supplier has the right to pass on all

fees, duties, taxes and/or levies to the customer.

15. Orders are invoiced at the prices and conditions as stated in the order confirmation, unless

agreed otherwise between the parties. The supplier expressly reserves the right to increase the agreed

price, even after the date of the order confirmation, due to a price increase in one or more elements of the

production or logistics chain and/or in the event of a price increase in the (raw) materials, energy, transport

or labour required for the products, subject to prior notice to the customer. Supplier reserves the right to

pass on to customer any price increases for increased costs of transport, energy (raw) materials and/or

labour incurred by any of the supplier's third-party suppliers.

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 electronic invoices

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, as well as the legibility thereof. The customer explicitly accepts the probative value of

these invoices. Each invoice is payable at the location, time and under the conditions stated on the invoice.

The stated payment term, as well as any shorter payment term that would give right to a discount, always

has the invoice date as the reference point. Any dispute with regard to an invoice must, under penalty of

inadmissibility, arrive at the registered office of the supplier within fourteen (14) days after the invoice date.

Any amount that remains unpaid on the due date will, by virtue of law and without prior notice of default,

be subject to interest equal to the special statutory interest rate as determined in the European

Communities (Late Payment in Commercial Transactions) Regulations 2012. In the case of non-payment

of an invoice by the due date, all other not yet overdue claims of the supplier against the customer shall

automatically become payable, without prior notice. If the customer fails to fulfil its obligations, including

payment for the goods and services, the supplier reserves the right to suspend the

execution/production/delivery of all current orders without judicial intervention and without prior notice of

default, or to dissolve the agreement without the right to compensation on the part of the customer, but

without prejudice to other rights that the supplier has, including the right to obtain compensation for

damages from the customer.

17. Setoff on the part of the customer is explicitly excluded. The supplier is entitled to offset all

claims against the customer against any of its outstanding debts of whatever nature, and irrespective of

whether these debts are certain, due and payable. To the extent permitted under applicable law, the current

provision and this possibility are also valid and enforceable in the event of insolvency, dissolution, judicial

reorganisation or bankruptcy on behalf of the customer.

18. If at any point in time the supplier has doubts about the creditworthiness of the customer,

including acts of (legal) enforcement against the customer, in the event of late or non-payment of one or

more invoices, 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 to suspend deliveries, to demand advance payment and/or (other) securities

or guarantees for deliveries yet to be made, even if the goods have already been sent in whole or in part

or the services have already been partially performed.

19. The supplier has the right to terminate the agreement with the customer at any time, with

immediate effect, without judicial authorisation, and without payment of any compensation by the supplier,

in the following cases: (i) in the event of a suspension of payment (the application for or summons

regarding) or in the event the customer is deemed unable to pay its debts within the meaning of section

570 of the Companies Act 2014 ; (ii) in the event a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the customer; (iii) in the event an application is made to court, or an order is made, for the appointment of an examiner or if a notice of intention to appoint an examiner is given or if an examiner is appointed over the customer; (iv) in the event a person becomes entitled to appoint a receiver over any of the assets of the customer or a receiver is appointed over any of the assets of the customer; (v) in the event of judicial reorganisation, insolvency proceedings and/or bankruptcy of the customer ; (vi) cessation of (a part of) the customer's activities; (vii) (pre-judgement or enforced) seizure of (part of) the customer's assets; and/or (viii) if the customer, pursuant to Art. 17, refuses to make an advance payment and/or to provide other securities requested by the supplier, without prejudice to the supplier's right to claim higher compensation if the damage actually suffered is higher.

20. If the amount due by the customer to the supplier, this being the unpaid invoices and the value of the orders still to be executed, exceeds the limit for outstanding invoices determined for the customer by the supplier or its credit insurer, the supplier has the right to suspend all its commitments to the customer with immediate effect until the amount due by the customer is again less than the aforementioned limit.

21. The customer pledges all current and future receivables that it has against third parties in favour of the supplier, who accepts such, as a guarantee for the agreement(s) to which these general terms and conditions are attached. The maximum amount for which the pledged receivables serve as a guarantee is equal to the principal amount of the agreement(s) to which these general terms and conditions apply, plus the associated expenses such as interest, statutory damages and the costs of enforcement. The pledge will only be enforced for an amount equal to the amounts that are due and payable, pursuant to the agreement(s) to which these general terms and conditions are attached, on the day of the notification of the enforcement of the pledge.

22. 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

(unforeseen or unforeseeable) circumstances and/or circumstances beyond the reasonable control of the supplier as a result of which the performance of the agreement is fully or partially, whether or not

temporarily, aggravated; and/or (ii) the following cases, which are not exhaustive: change in law, war, terror, terror threats, insurrection, riots, quarantine, general or partial strikes, lock-out, fire, operational accidents,

machine breakdown, lack of means of transport, shortage of materials and/or raw materials, frost,

epidemics, decisions or interventions by the government, fuel shortages, energy shortage, force majeure

on the part of a supplier or subcontractor and errors or delays due to third parties. If the force majeure

situation should last longer than two (2) months, the supplier has the right to terminate the agreement

without judicial intervention and without being liable for compensation. In the event of force majeure, the

supplier may, at its own discretion, judge and decide on the allocation and distribution of the available

goods to its customers, whereby in such a situation the customer cannot claim any compensation from the

supplier nor can it terminate the agreement for that reason.

23. All copyrights, trademarks, domain names, patents and patent applications and other

intellectual property rights with regard to the delivered goods and services belong to the supplier and are

not transferred or licensed to the customer. The customer undertakes not to infringe on the supplier's

intellectual property rights nor to take any other action that could adversely affect or negatively influence

the intellectual property rights or the value thereof. The customer will immediately inform the supplier if it

becomes aware of a (potential) infringement of the supplier's intellectual property rights.

24. 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 used only for the purposes of performance of the agreement, as long as

the Confidential Information remains confidential. The customer will only use the Confidential Information

for the purpose for 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 proof to the contrary)

can be regarded as Confidential Information and trade secrets of the supplier. Nothing contained herein

shall be construed to impose a confidentiality obligation on a party in respect of:

(a) any matter appearing in public literature or otherwise within the public domain

unless the information is in the public domain as a result of a breach of this

agreement by that party;

(b) any information or knowledge possessed by that party prior to disclosure to it

by the other; or

(c) information developed by a party independently and without reference to the

other party's Confidential Information.

25. 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

on the supplier's website: <http://www.unilin.com/privacy>.

26. 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

relevant clause that is not valid or unenforceable. In such a case, the parties will negotiate in good faith to

replace the unenforceable or contradictory stipulation by an enforceable and legal stipulation that is as

close as possible to the intent and purpose of the original stipulation.

27. For all disputes concerning agreements with, offers from and orders with the supplier, the

courts of the judicial district in which the registered office of the supplier is located at the moment of the

dispute, will be exclusively competent and the laws of the country in which the supplier is established, will

be exclusively applicable to the exclusion of the United Nations Convention on Contracts for the

International Sale of Goods of 11 April 1980 on the limitation period for the international purchase of

movable property, and the Convention on the Limitation Period 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 customer's registered office.

28. 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

violated any anti-corruption legislation, rules or regulations that apply to the customer. Without prejudice to

the foregoing, neither the customer nor any person acting in its name shall: (i) take action to promote an

offer, payment, promise to pay, or authorisation or approval of payment, or giving money, goods, gifts or

anything else valuable, directly or indirectly, to a civil servant for the purpose of obtaining or retaining

business, or to do business, for or with the supplier or the customer; (ii) give a bribe, discount, payment,

influence, inducement or any other unlawful payment; or (iii) use business funds for any unlawful

contribution, gift, form of entertainment or other unlawful expense related to political activity.

29. The customer guarantees and shall ensure that it is not appointed by, act on behalf of, or is

associated with any party listed on an EU, US or other government prepared list of parties with whom no

trade may be conducted, such as the U.S. Treasury Department Office of Foreign Assets Controls Specially

Designated Nationals and Blocked Persons List, and the customer agrees that it will not resell or transfer

any goods, services or technology provided by the supplier to such persons. The customer complies with

the applicable economic sanctions imposed by the EU or US and the other applicable economic sanctions,

as well as with export laws and regulations.