

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 en 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. suspension 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. Use of the webstore

1.1 This webstore is used as a platform for the sale of all goods displayed on our website. The website is owned by Unilin Distribution Ltd, a private company with limited liability, having its registered office in Newry, BT34 2QU and its principal place of business in Unit 5 Rampart Business Park, Rampart Road, Greenbank Industrial Estate, Newry, BT34 2QU, registered in the UK under company number GB976585846 (hereafter referred to as 'we', or 'us', or 'our'). For assistance, please contact us by e-mail (address: service.uk@unilin.com) or by phone (number: +44 283 025 04 77).

1.2 The content of the pages of the website is for your general information and use only. It is subject to change without prior notice.

1.3 At the time you place your order for goods advertised on our website, you may select a retailer of your choice (hereafter 'Fulfilment Partner') who will deliver / where you can collect the ordered goods (see condition 4 below). Delivery / collection details will be provided by the selected Fulfilment Partner.

1.4 All orders are considered as offers to contract and therefore have to be accepted by the selected Fulfilment Partner (hereafter 'Acceptance'). Acceptance takes place as from the moment you receive an order confirmation mail from your Fulfilment Partner. Before Acceptance, the Fulfilment Partner will not be obliged to deliver / make available any goods which may have been part of your order.

1.5 The contract is subject to your right of withdrawal (see condition 6 below).

1.6 Please be aware that placing an order on this website directly implies an obligation to pay.

1.7 We have the right to terminate the contract if the price of the goods is not received from you in cleared funds (in accordance with condition 3.1).

1.8 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer under the applicable laws.

2. Description and price of the goods

2.1 You can find a description of the main characteristics and the price of the goods on our website.

2.2 Individual product prices are inclusive of taxes, but exclusive of delivery costs (unless indicated otherwise on our website). Delivery costs will be added to the total amount due and can be viewed whilst in the shopping basket.

2.3 Every effort is made to ensure that prices shown on our website are accurate at the time you place your order. If within 14 days of accepting your order, a pricing error is found in respect of any or all of the goods you have ordered, you can contact our Customer Service (phone number and e-mail are provided under condition 1.1) or we will notify you as soon as possible detailing the mis-priced goods. In that case we offer you the option of:

2.3.1 cancelling your order for the mis-priced goods and reconfirming your order at the amended prices;

2.3.2 placing a new order for alternative goods;

2.3.3 cancelling the whole of your order; or

If, within 14 days of receipt of our offer, you have not responded by selecting one of the available options at conditions 2.3.1 to 2.3.3 above, you are deemed to have chosen for the option under 2.3.3. and your

order will be cancelled immediately. In these circumstances we will refund or re-credit you for any sum you have paid for the mis-priced goods.

2.4 To avoid any doubt, where goods are unavailable and you order alternative goods from us, or where goods have been mis-priced and you subsequently order such goods at the correct price, these terms of sale shall apply to the order and the supply of the relevant goods, whether the order is placed through our website or otherwise.

3. Payment

3.1 Payment for the goods and delivery charges can be made by credit or debit card. Your credit or debit card can be charged as from the moment you place your order.

4. Delivery / availability of goods

4.1 The Fulfilment Partner will deliver the goods to the address of your choice. Therefore we kindly ask you to clearly notify this address to the Fulfilment Partner.

4.2 On our website you can find an average lead time for the delivery of the goods. Please note that this average lead time is an estimate only and we shall have no liability to you in relation to such lead time not being met.

4.3 The effective delivery date is to be specified by the Fulfilment Partner. In any case, and unless there are exceptional circumstances, the delivery will take place within a reasonable time from the date of the Acceptance.

4.4 If delivery cannot be made to your address for reasons under the Fulfilment Partner's control, the Fulfilment Partner will inform you as soon as possible.

4.5 We do not accept liability for any costs you incur due to late delivery. We recommend that you do not book installers until you have received your goods.

5. Risk/title

5.1 The goods are at your risk from the moment you collect the goods at the premises of the Fulfilment Partner or, in case the goods are delivered by the Fulfilment Partner to the address of your choice, from the moment you acquire physical possession of the goods.

5.2 Ownership of the goods shall only pass to you as from the moment we have received in full (in cleared funds) all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to us from you on any account.

6. Right of withdrawal and return process

6.1 You have the right to withdraw from the contract at any time, without payment of any extra costs and without giving a reason, up to 14 calendar days after you receive the goods (hereafter 'Withdrawal Period').

6.2 To exercise your right of withdrawal, you have to call our Customer Service in order to notify your decision to withdraw from the contract (phone number is provided under condition 1.1). Please note that you will be asked to give us details of the goods ordered (e.g. but not limited to: order number).

6.3 After your withdrawal by phone, we will confirm you by email (to the email address you provided us with) that the contract is withdrawn.

6.4 Except in the case of faulty or misdescribed goods, if you exercise your right of withdrawal after receipt of the goods, you are responsible for returning the goods to the Fulfilment Partner at your own cost and risk and via the means of transport of your choice. The goods and the packaging must be returned in perfect resale condition to the registered office / premises of the Fulfilment Partner (you can find the address of the Fulfilment Partner in the Acceptance), without undue delay and in any event not later than 14 calendar days from the day on which you communicated your decision to withdraw from the contract to us in accordance with this condition.

In case the Fulfilment Partner delivered the goods to your home, you can request the Fulfilment Partner to collect the goods ordered. The Fulfilment Partner has to receive this request for collection within the Withdrawal Period and will charge you a collection fee of £50.

6.5 We will reimburse any sum paid by you without undue delay and in any event not later than 30 days from the day we were informed of your decision to withdraw from the contract.

6.6 Except in the case of faulty or misdescribed goods, in case the goods are not returned according to the provisions of these Terms and Conditions, we can charge you a sum equal to the costs we incur due to the failure of returning the goods in accordance to these Terms and Conditions.

7. Warranty

7.1 We warrant that any good purchased via our site is of satisfactory quality and reasonably fit for all the purposes for which goods of this kind are commonly supplied.

7.2 For any complaints regarding the goods received (e.g. damaged / faulty / missing goods, …), please contact our Customer Service by phone (phone number is provided under condition 1.1). We will examine your complaint and will, with respect of your legal rights as customer, deal with it as soon as reasonably possible.

7.3 For specific warranty information we refer you to our website. This warranty does not affect your statutory rights as a consumer.

7. 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 affect 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.

8. 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.

9. 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.

10. 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.

11. 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 UK Ltd. ("the supplier") – version June 2023

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 contrary indication from the customer within three days after receiving the order confirmation, the customer shall be deemed to have accepted the content and applicability of these general terms and conditions and the language in which they are drawn up. These conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. 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 of a confirmed order without 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 and shall be without prejudice to any other right or remedy available to the supplier. .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. 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. The supplier may deliver the goods in different parts and the customer shall not be entitled to reject the goods within tolerances of up to 10% on ordered volumes. The delivery times stated, even in an order confirmation, are always indicative and given in good faith, but are not binding and the 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 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. The delivered goods remain the property of the supplier until full payment is paid 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. In the event that the customer does not pay for the delivered goods on time and correctly, the supplier can immediately reclaim all goods, without judicial intervention and without further notice of default. The customer must make such goods available immediately at the registered office of the supplier.

7. 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. 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.

8. 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.

9. The customer must report all complaints due to hidden defects, by notice in writing, such notice to be served in accordance with the provisions in Article 29 and 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.

10. 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.

Save as expressly set forth in these general terms and conditions, and subject to any express separate

commercial warranties provided in writing in respect of products, no other warranties, express or implied,

are offered by supplier, such as but not limited to fitness for purpose or that the customer has not made

known to supplier in accordance with Article 8 above. Any claims or complaints relating to delivery or

product quality should be made within 3 days of delivery.

11. 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, indirect or consequential loss, any loss of profits, 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). Save where any such liability cannot be limited or excluded by law, the total liability of the

supplier per claim is limited to the invoice value of the value of the product or service giving rise to the

claim. The limitation and exclusion of liability included in this Article 11 also applies in the event of a gross

negligence on the part of the supplier.

12. Stated prices are always expressed in pound sterling.

Transport costs, storage costs,

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

or the order confirmation.

13. 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.

14. 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 costs 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.

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 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 be delivered in

accordance with the notice provisions set out in clause 29 within fourteen (14) days of 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 rate specified in the Late Payments of Commercial Debts (Interest) Act

1998. 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 any other rights or remedies that the supplier has, including the right to

obtain compensation for damages from the customer.

16. Setoff on the part of the customer is explicitly excluded. The supplier is entitled to offset all claims against the customer or companies affiliated with the customer against any of its outstanding debts of whatever nature, and irrespective of whether these debts are certain, due and payable. 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.

17. 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.

18. 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) the customer takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Art 18(i); or (ii) cessation (in whole or in part) of the customer's activities; and/or (iii) if the customer, pursuant to Art. 17, refuses to make an advance payment and/or to provide other securities requested by the supplier.

19. 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.

20. 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.

21. 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 as a result of which the performance of the agreement is fully or partially, whether or not temporarily, aggravated or (ii) the following cases: 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.

22. 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.

23. 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.

24. 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>.

25. If any provision or part-provision of these general terms and conditions is or becomes invalid,

illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability

of the rest of this agreement. In such a case, the parties shall negotiate in good faith to agree a replacement

provision that, to the greatest extent possible, achieves the intended commercial results of the original

provision.

26. 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.

27. 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.

28. 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, UK, 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, UK or US and the other applicable

economic sanctions, as well as with export laws and regulations.

29. Any notice given to supplier or customer under or in connection with these terms shall be

delivered in writing, in accordance with this clause, either:

(a) by hand; or by pre-paid first-class post; or other next working day delivery service; or by

commercial courier to the supplier's or the customer's registered office or principal place

of business as the case may be.

or

(b) sent by email to the following addresses:

For supplier: sales.iu@unilin.com

For customer: the email address to which invoices are sent or to which email

correspondences are sent by supplier to customer

(c) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the relevant address stated

above; or

(ii) if sent by pre-paid first-class post or other next working day delivery service, at

9.00 am on the second business day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside normal

business hours in the place of receipt, when business hours resume.

This clause does not apply to the service of any proceedings or other documents in any legal action or,

where applicable, any arbitration or other method of dispute resolution.

30. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act

1999 to enforce any term of these general terms and conditions.