
GENERAL TERMS AND CONDITIONS

ROWOOD BV

ARTICLE 1. | DEFINITIONS

1. Rowood: Rowood BV, the user or these General Terms and Conditions, having its seat of business in Ridderkerk, the Netherlands, registered at the Trade Register (Handelsregister) under number 24158598 and registered at the Tax Authority (Belastingdienst) with VAT identification number NL007548977B01.
2. Buyer: the natural or legal person with whom Rowood has concluded an agreement or envisages concluding an agreement.
3. Agreement: any Agreement concluded between the Buyer and Rowood, whereby Rowood has committed itself towards the Buyer to the delivery of goods.
4. Goods: all matters to be delivered in the framework of the Agreement by or on behalf of Rowood, including (whether or not produced according to the specification of the Buyer) (wood) plate materials, other sorts of wood, hardwood, soft wood, or other matters.
5. Activities: all activities to be executed in the framework of the Agreement by Rowood, including the making to measure according to the specifications of the Buyer or of the Goods or other matters, the application on it of labels/stickers to be provided by the Buyer etc.
6. Written/In writing: both traditional written communication and communication per e-mail.

ARTICLE 2. | GENERAL PROVISIONS

1. These General Terms and Conditions are applicable to each offer of Rowood and each concluded Agreement. The Buyer acknowledges explicitly by the conclusion of the Agreement to have taken knowledge of these General Terms and Conditions.
2. These General Terms and Conditions are also applicable to Agreements for the execution of which third parties will be involved by Rowood.
3. The applicability of the purchase terms and conditions or otherwise named terms and conditions of the Buyer is explicitly rejected.
4. From the stipulations of these General Terms and Conditions can only be deviated in writing. If the stipulations of what Parties have agreed separately in writing deviates from the stipulations in these General Terms and Conditions, then what Parties have agreed separately in writing shall apply.
5. Invalidation or invalidity of one or more of the present stipulations leaves the validity of the other stipulations intact. In a prevalent case, Parties are obliged to enter into mutual consultation to agree upon new stipulations for the replacement of the affected stipulation. Thereby as much as possible, the purpose and the tenor of the original stipulation will be observed.

ARTICLE 3. | OFFER AND CONCLUSION OF THE AGREEMENT

1. Each offer of Rowood is non-binding, unless agreed differently in writing.
2. The Buyer can derive no rights from an offer of Rowood that contains an obvious error or mistake.
3. The Buyer can derive no rights from an offer of Rowood that is based on incorrect or incomplete data provided by the Buyer.
4. A composed price statement does not oblige Rowood to the compliance with a part of the agreement against a commensurate part of the stated price.
5. Commissions and/or orders accepted by agents, representatives or other intermediaries and/or resellers only bind Rowood after the commission or order has been confirmed in writing by Rowood.
6. The Agreement is concluded by offer and acceptance. If the acceptance of the Buyer deviates from the offer of Rowood, then the Agreement will not be concluded in conformity to this deviating acceptance, unless Rowood indicates differently.
7. If the Buyer concludes the Agreement (also) on behalf of another natural or legal person, then he declares upon the conclusion of the Agreement to be authorised to it. The Buyer shall be jointly and severally liable next to this legal/natural person for the compliance with the obligations from that Agreement.

8. An order/commission confirmation possibly provided by Rowood is deemed to reflect the Agreement correctly and completely, unless with regard to that within 5 days after the provision of the order/commission confirmation objections in writing have been made available to Rowood.

ARTICLE 4. | TERMS AND THIRD PARTIES

1. All execution and delivery terms stated by Rowood can solely be regarded as indicative, non-fatal terms. The default of Rowood will not emerge earlier than after the Buyer has declared Rowood in default in writing, whereby he gives Rowood a reasonable term to comply with the Agreement after all and compliance still remains absent after the expiration of the term mentioned last.
2. Rowood is always entitled to leave the execution of the Agreement in its entirety or in part to third parties, notwithstanding its obligation to proper compliance with the Agreement.
3. Article 7:404 of the Dutch Civil Code does not apply to the Agreement.

ARTICLE 5. | (TAILOR-MADE) ACTIVITIES

1. Rowood commits itself to execute the agreed activities to the best of its insights and abilities. However, Rowood depends hereby on the specifications to be provided by or on behalf of the Buyer or the matters to be provided, such as stickers. Minor deviations between what has been agreed and what actually is delivered may happen and need to be tolerated by the Buyer, without the Buyer having a claim to compensation for any damage or any other disadvantage.
2. The Buyer warrants that he will provide Rowood timely all matters and information that it reasonably requires for the set-up and execution of the Agreement. The information as referred to in the previous sentence needs to be provided by e-mail or fax to Rowood, unless Rowood indicates to accept this information verbally. Furthermore the Buyer warrants the correctness of matters that have been made available by or on behalf of him for the execution of the Agreement.
3. If execution is being given to the Agreement according to incorrect or incomplete information provided or matters delivered by the Buyer, then the Buyer remains liable to pay the fully agreed price and this cannot be regarded as a shortcoming of Rowood.

ARTICLE 6. | CHANGING OF THE AGREEMENT AND EXTRA WORK

1. If during the execution of the agreement it proves that for a proper execution thereof it is necessary to change and/or add to the Agreement, then parties shall timely and in mutual consultation proceed to adaptation of the agreement. If the nature, scope or content of the agreement is being changed, then this can have consequences for what has been agreed originally. Because of that the originally agreed price can be increased or decreased. Rowood will issue as much as possible a price statement thereof in advance.
2. In case of additions or changes desired by the Buyer in the agreed, then the related extra costs will be for the account of the Buyer. Rowood shall inform the Buyer timely about the necessity to charge on the aforementioned costs, unless the Buyer should have understood this necessity by himself.
3. Upon a change of the Agreement the originally stated term of execution and delivery can be changed. The Buyer accepts the possibility of changing of the Agreement, therein included the changing in price and term of execution. If the Agreement is being changed or extended, then Rowood is authorised to only give execution to it after the Buyer has agreed with the adapted price and other conditions, including the time to be determined on which execution to the activities shall be given. The non or not immediate execution of the changed Agreement neither renders a shortcoming by Rowood and does not offer the Buyer a ground to dissolve the Agreement.
4. If after the conclusion of the Agreement cost price increasing circumstances emerge or become apparent, which on the ground of data or matters provided by him, are imputable to the Buyer, then the related extra costs will be for his account, unless Rowood should have discovered the incorrectness of the data provided by the Buyer, before the determination of the price. Rowood shall inform the Buyer timely about the necessity to charge on the aforementioned costs.
5. Without entering therewith into default, can Rowood refuse a request to changing of the Agreement compliance with the changed Agreement cannot reasonably be required of it.
6. Agreements that result in extra work take place, except for the stipulations in the other parts of this article, in consultation and shall be recorded in writing on the request of Rowood.

ARTICLE 7. | DELIVERY

1. Unless explicitly agreed otherwise, Rowood shall determine the way of delivery, possible forwarding and packaging of the Goods.
2. The Buyer is required to take off the purchased Goods on the moment when these are available or are delivered to him. If the Buyer refuse to take off for whichever reason or is negligent in the provision of information or instructions, required for the delivery, then the Goods will be stored for the account and risk of the Buyer. The Buyer is in that case, in addition to the purchase price, liable to pay a reasonable price for storage of the Goods.

ARTICLE 8. | TRANSPORT

1. In case transport takes place per ship, then delivery CIF takes place according to the latest Incoterms and via a proper Dutch sea port at the discretion of Rowood, unless explicitly agreed differently.
2. Delivery takes place under the precondition of import and export license.
3. The risk of the transport is entirely for the account of Buyer, also if the transport takes place in commission and for the account of Rowood or by Rowood itself unless the Buyer does not act in the exercise of a profession or enterprise, in which case the risk of loss and damaging of the Goods is only transferred to the Buyer on the moment that the Goods are actually brought into the possession of the Buyer or of a third party designated by him.
4. If the transport takes place per ship, then special wishes of the Buyer regarding list of sizes and parties for the deck load and covering of the Goods need to be in the possession of Rowood in writing, within 5 days after the conclusion of the Agreement. The costs related hereto are for the account of the Buyer. In the absence of such a statement, Rowood will act entirely according to its own insight, without any recourse for Buyer hereon being possible.
5. Rowood is not liable for later arrival of ships or trucks, nor for any delay during stowage, the transport or the unloading. Should Rowood be obliged to pay costs deriving from the former, then he can take equally recourse on Buyer. Should the charter on the sold Goods, for whichever reason, be cancelled in its entirety or in part, then Rowood shall have the right at his discretion, to either execute a new transport, whereby the possible negative difference is for the account of Buyer, or to cancel the sale without being liable to pay any compensation to the Buyer.

ARTICLE 9. | RECEPTION

1. All costs related to the reception of the Goods will be for the account of the Buyer. Should by special circumstance the sea vessel, wagon or truck not be able to unload normally because a cause that is imputable to the Buyer, then Rowood has the right to charge the costs deriving here from equally to Buyer.
2. If Rowood as a consequence of a cause imputable to the Buyer, will have to store the entire party of Goods, or a part thereof, after presenting of the Goods to the Buyer, then this party shall be regarded as delivered and the storage will entirely take place for the risk of Buyer and all costs related to the storage will be for his account.

ARTICLE 10. | SUSPENSION AND DISSOLUTION

1. Rowood is, if the circumstances justify so, authorised to suspend the execution of the Agreement or to dissolve the Agreement with immediate effect, if the Buyer does not, the not timely or not completely comply with the obligations from the Agreement or these General Terms and Conditions, or circumstances come to the knowledge of Rowood after the conclusion of the Agreement give good ground to fear that the Buyer shall not comply with his obligations.
2. If the Buyer is in a state of bankruptcy, any seizure has been placed on his goods or otherwise cannot freely dispose over his assets, then Rowood is authorised to dissolve the Agreement with immediate effect, unless the Buyer has already placed sufficient surety for the payment.
3. Furthermore Rowood is authorised to dissolve the Agreement if circumstances emerge which are of such nature that compliance with the Agreement is impossible or an unchanged maintenance thereof cannot reasonable be required of it.
4. The Buyer has never any claim on any for, of compensation for damages in relation to the right of suspension of dissolution exercised by Rowood on the ground of this article.
5. To the extent that this can be imputed to him, the Buyer is obliged to compensate the damage that Rowood incurs as a consequence of the suspension or dissolution of the Agreement.
6. If Rowood dissolves the Agreement on the ground of this article, then all claims on the Buyer are immediately payable on demand.

ARTICLE 11. | FORCE MAJEURE

1. If Rowood is impeded by Force Majeure to give execution to the Agreement, then Rowood has the right to extend the execution and/or delivery terms with the duration of the Force Majeure or to cancel the sale in its entirety or in part.

2. As Force Majeure will be regarded: war or danger of war, mobilisation, riots, strikes or exclusion, fire, accident or illness in the company or the personnel of Rowood, as well as the supplier of Rowood, enterprise disruptions, reduction of production, lack of raw materials, non execution of contracts and disrupting stipulations of the law.
3. Damage as a consequence of Force Majeure is never eligible for compensation.

ARTICLE 12. | COMPLAINTS

1. Any complaint under whichever name. Should be submitted in writing. Also upon deviation of the delivered quality the reception of the Goods can never be refused, and neither the payment of the Goods.
2. Rowood is not liable for the deck load becoming wet or damaged, nor for any damage, deriving from bad weather conditions during loading and unloading of the Goods or during the transport. All COMPLAINTS should be in the possession of Rowood within days after unloading. If delivery takes place per axle, then the recipient should state the complaint on the freight letter, in the absence whereof COMPLAINTS shall not be treated anymore and the Buyer will be deemed to have accepted the Goods immaculately and unconditionally. Also the treatment of a complaint cannot continue when the concerned Goods have been processed in their entirety or in part without permission in writing by Rowood.
3. A shortfall in delivered numbers is only compensated if this is established by a `sworn counter` during the overload from the sea ship or, if the Goods are delivered per axle, the shortfall has been stated by the recipient on the freight letter.
4. COMPLAINTS do not give the Buyer a right to compensation for damages, but if the complaint is found correct, then the Buyer has the right to demand that the Goods will be kept against a suitable reduction.

ARTICLE 13. | PRICES

1. The offer gives a statement as precise as possible of the price factors, such as the sale price of the Goods and possible costs of transport.
2. Unless explicitly stated differently, all prices stated by are exclusive of VAT.
3. Taxes, import duties, levies or other charges by the government on the Goods or the transport, after the offer or the conclusion of the Agreement, introduced or increased, will be charged to Buyer.
4. If after the conclusion of the Agreement, irrespective of the cause, such a price increase of whichever nature takes place, then these will be reported as soon as possible by Rowood to Buyer. Within 5 days after the receipt of this notification Buyer has the right to dissolve the Agreement, unless Rowood upon dissolution or immediately after dissolution of the Agreement by the Buyer after all indicates to be willing to comply with the Agreement without this price increase. If the Buyer does not respond within this term in writing, then Rowood in order to prevent serious delay of the execution of the contracts, concluded between Rowood and its suppliers as part of the Agreement, in order to comply with its delivery obligations deriving from this Agreement as well as possible, reserves the right to charge on the increases to Buyer.
5. Should between the date of sale and delivery a change may occur in the currency dimensions between the Netherlands and the country where Rowood has purchased the Goods, then Rowood reserves the right to charge the loss in the exchange rate to Buyer.

ARTICLE 14. | PAYMENTS

1. Unless the Buyer pays within the agreed payment conditions, the invoice may be increased with a credit limitation surcharge of 2% on the total invoice amount.
2. Exchange and bank costs and other costs that relate to the payment of the invoice amount will be for the account of the Buyer.
3. Rowood is always authorised to request partial or full prepayment of the agreed price.
4. In case prepayment has been agreed, the Buyer can make no claim whatsoever with regard to the execution of the Agreement as long as the prepayment has not been made.
5. Unless payment in cash has been agreed, payment has to take place within the term stated in the invoice, in the way prescribed by Rowood. When within this term no payment has taken place, Buyer will be in default immediately.
6. Unless explicitly agreed differently Rowood reserves the right in case of non-payment on the due date, to sell the stored party of Goods to third parties, notwithstanding the obligation of Buyer to payment of the storage costs and compensation of possible loss of profit arisen from this sale for Rowood.
7. The Buyer is, apart from the credit limitation surcharge referred to in section 1, liable to pay an interest of 1% over each month or part thereof that the Buyer remains in default with the payment.
8. The Buyer cannot apply a discount upon payment on the amount of the invoice. Also the Buyer is not authorised to set off a claim whether or not payable on demand from his side with an invoice of Rowood.
9. Rowood has the right in case of non-payment on the due date to cancel all current orders. The same applies in case of a riling for suspension of payment, bankruptcy liquidation or seizure on movable and immovable goods of the

Buyer. Rowood has during the delivery at all times the right to demand a warrant for payment, and if that does not follow, to regard the Agreement as dissolved.

10. The Buyer is required to pay all in/court and out-of-court costs that Rowood has had to make as a consequence of the fact that the Buyer has remained in default to comply with his obligations timely and/or properly.
11. In case of non timely payment the compensation to be paid by the Buyer for the out-of-court costs is at least equal to 15% of the amount due by the Buyer (consisting of the principal credit limitation surcharge and delay interest). In deviation of the previous sentence the out-of-court costs will be calculated according to the Wet Incassokosten if the Agreement has been concluded with a Buyer that does not act in the exercise of a profession or enterprise.
12. If a court imposes costs to the Buyer that is lower than the actual (out-of-) court costs, then the Buyer that acts in the exercise of a profession or enterprise pay the difference after all to Rowood upon the first request of Rowood thereto.

ARTICLE 15. | LIABILITY AND SAFEGUARDING

1. Except for wilful intent and conscious negligence by of Rowood, Rowood will never carry any liability in relation to the use of the Goods delivered by it.
2. Rowood is not liable for damage emerged because he relied on the incorrect or incomplete data provided by the Buyer.
3. Rowood is never liable for consequential damage, including missed profits, incurred loss and damage as a consequence of enterprise stagnation. If despite the stipulations in these General Terms and Conditions there is after all liability of Rowood, then solely direct damage is eligible for compensation. Under direct damage will exclusively be understood:
 - the reasonable costs for the establishment of the cause and the scope of the damage, insofar the establishment relates to damage that is eligible for compensation in the sense of these General Terms and Conditions;
 - the possible reasonable costs made to let the default performance of Rowood comply with the Agreement, insofar this can be imputed to Rowood;
 - reasonable costs, made for the prevention or limitation of damage, insofar the Buyer demonstrates that these costs have led to a limitation of direct damage as referred to in these General Terms and Conditions.In the case of a consumer purchase the limitation from this section will not go further than is permitted according to article 7:24 section 2 Dutch Civil Code.
4. Never shall the liability of Rowood amount to more than once the value of the invoice of the Agreement, at least to that part of the Agreement to which the liability of Rowood relates, it being understood that the liability of Rowood will never go beyond the amount that in the concerned case will be paid out under the possibly concluded liability insurance of Rowood.
5. The statute of limitation of all claims and defenses towards Rowood is one year only. In deviation of the previous sentence the claims and defenses belonging to consumers that are grounded on facts that would justify the position that the delivered Goods do not comply with the Agreement, by an expiry of two years. The right to submit a claim or defense in relation to a default of a product becomes void if there is no compliance with the conditions as referred to in article 12 [COMPLAINTS], except in case of a consumer purchase, whereby a submitted complaint is regarded as timely within two months after discovery.
6. Except in case of wilful intent or conscious negligence of Rowood, the Buyer will safeguard Rowood from all claims of third parties, on whichever ground, regarding the compensation of damage, costs or interests, relating to the activities executed by or on behalf of Rowood and the use of Goods delivered by or on behalf of Rowood. .

ARTICLE 16. | RETENTION OF OWNERSHIP

1. All Goods delivered by Rowood remain its property till the Buyer has properly complied with all his obligations from the Agreement.
2. It is forbidden for the Buyer to sell, provide as a lien or otherwise encumber the Goods on which the retention of ownership rests.
3. If third parties seize the Goods on which the retention of ownership rests, or wish to vest or claim rights to it, then the Buyer is obliged to notify Rowood hereof as soon as possible.
4. The Buyer gives irrevocable permission to Rowood or the third parties designated by Rowood to enter all those places where the Goods are located on which the retention of ownership rests. Rowood is in case of default of the Buyer authorised to repossess the aforementioned Goods. All reasonable costs in relation herewith are for the account of the Buyer.

ARTICLE 17. | FINAL CLAUSES

1. On each Agreement and all legal relations deriving there from between the Buyer and Rowood solely the laws of the Netherlands shall apply.
2. Parties shall only turn to the courts after they have made an optimal effort to resolve the dispute in mutual consultation.
3. Unless the law dictates from it mandatorily, solely the court within the district of the seat of business of Rowood shall be designated to treat disputes.