

GENERAL TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale, Delivery and Payment are an integral part of all our sales. Deviating agreements are only binding if they are confirmed in writing by the seller. Vielsalm is considered the place of fulfillment for all sales.

The place of jurisdiction for disputes is MARCHE-EN-FAMENNE Belgian law is applicable.

OFFER

- a) All offers are subject to change - subject to prior sale.
- b) Orders concluded by our agents require written confirmation by the seller.
- c) All freight, customs, exchange costs, etc. will be charged according to the conditions valid on the day of sale.
- d) The tax shall always be borne by the buyer. In the event of exemption from this tax, the buyer is obliged to report this in writing when confirming the order.

DELIVERIES - ACCEPTANCE - RISKS

- a) The goods shall be accepted at our sawmill before dispatch, even in the case of delivery carriage paid.
- b) The wood is sold without guarantee for hidden defects. The dimensions of the sawn timber are to be regarded as "nominal dimensions", the seller therefore does not guarantee absolute dimensional accuracy. The dimensions are calculated in accordance with NBN 219 01 to 04.
- c) All transportation risks, even in the case of carriage paid delivery, shall be borne by the recipient.
- d) The stated delivery times are only approximate. A delay in delivery times shall never give rise to compensation and shall not give the buyer the right to cancel an order.
- e) Considered as force majeure: Strike, lockout, severe weather, machine breakdown, fire, frost, lack of raw materials and in general all production reductions, as well as lack of transportation. This list is given as an example and is in no way limitative. Force majeure exempts the seller from any damage resulting from non-delivery or late delivery.
The seller is not entitled to cancel the purchase or to purchase elsewhere on the seller's account.

PAYMENTS - COMPENSATION

- a) The goods remain the property of the seller until the purchase price has been paid in full.
- b) All invoices are payable in VIELSALM within 30 days of the end of the month. The seller also insists on the right to payment by bill of exchange.
- c) Any objections to our invoices must be submitted within 8 days of receipt of the invoice. After this period, the invoices shall be deemed accepted.
- d) In the event of a change in the buyer's situation, the seller reserves the right to either terminate the contract or demand a guarantee.
- e) In the event of default of payment by the Buyer or protest of a check or bill of exchange, all outstanding claims arising from the business relationship shall become due immediately. The Seller shall be entitled to suspend deliveries or terminate the contracts without any claim arising from the quantities still to be delivered.
- f) In the event of late payment, the seller may charge default interest of 15%. If the invoices have still not been paid 15 days after receipt of the registered letter, a penalty clause of 15% of the invoice amount - at least € 375 - will be charged without any special prior reminder.