

GENERAL PURCHASE CONDITIONS of TIMBER AND BUILDING SUPPLIES HOLLAND N.V.
established in Zaandam.

Article 1: Definitions

- a. Client: the public limited liability company Timber and Building Supplies Holland N.V. and the companies associated with it.
- b. Supplier: the natural person and/or legal with whom Timber and Building Supplies Holland N.V. concludes an agreement.
- c. Agreement: the agreement regards both the delivery of matters, the carrying out of activities, as well as the provision of services.

Article 2: Applicability

- a. These General Purchase Conditions are applicable to all request, offers, orders and agreements regarding the delivery of matters to and the provision of services by the Supplier to/for the Client.
- b. The general conditions of the Supplier are emphatically rejected. Deviations from or additions to these General Purchase Conditions require the emphatic previous written consent of Client.
- c. If one or more provisions in these General Purchase Conditions at any moment are partially void or may be annulled, then what is otherwise stipulated in these General Purchase Conditions remains fully applicable.
- d. In case of conflict between the various provision, provisions specifically established prevail over the provisions from these General Purchase Conditions.
- e. These General Purchase Conditions are registered at the Chamber of Commerce in Amsterdam under number 37077570.

Article 3: Costs of offers

Any possible costs associated to the making of offers or price listings, also including the costs of advice, drawing work etc., made by or on behalf the Supplier, are not compensated by the Client.

Article 4: Modifications

- a. Client is authorised at all times through consultations with Supplier to modify the modality of the matters to be delivered. Modifications are established in writing.
- b. If a modification in the opinion of Supplier has consequences for the established fixed price and/or the time of delivery, he is obligated, before proceeding with the modifications, to inform Client concerning as soon as possible, no later than within eight working days after notification of the desired modification, in writing. If the Supplier does not indicate a modified price to Client within the term referred to above, the Supplier is no longer entitled to the price increase.
- c. If these consequences for the price and/or delivery time in the opinion of Client are unreasonable, parties will enter into consultations regarding.

Article 5: Transfer of rights and obligations

- a. The Supplier will not, either completely or partially, transfer his rights and obligations flowing for him from the agreement to third parties without the prior written consent of Client. This consent may be subjected to conditions.
- b. If Client grants permission to the Supplier to have conferred (a part of) the rights and obligations from the agreement to a third party, the Supplier safeguards Client against all claims from third parties which may possibly result therefrom.
- c. The claims of the Supplier on Client are not eligible for pawning or assignment.

Article 6: Price, invoicing, and payment

- a. The established prices are always exclusive of VAT and comprise all costs related to compliance with the obligations of the Supplier.
- b. The prices issued by the Supplier have a term of validity of six months, unless established otherwise.
- c. Price increases are and remain at the expense of the Supplier, also after adoption of the agreement. This, regardless of the period which has elapsed between the date of adoption of the agreement and its implementation.
- d. The Supplier will draw up one invoice per order; one invoice may state no more than one order number.
- e. Client will pay within 60 days after receipt of the invoice and approval of the delivered matters and/or services, unless another payment condition has been explicitly agreed on.
- f. Client has the right through advance payment or through the payment of instalments to demand from Supplier that he provides (in the opinion of Client) sufficient security for compliance. If Supplier does not comply with this within the established term, he falls into default immediately. Client has the right in such case to rescind the agreement and to claim his damage from Supplier.
- g. Client has the right to suspend the payment obligations if:
 - The invoices are not provided with reference numbers, including the order number and the number of the branch;
 - They are not in conformity with the purchases or orders and/or;
 - Are not specified per position under indication of the position number(s) and/or;
 - Client notes a shortcoming in the matters and/or services.
- h. Client is authorised to immediately set off his exigible claims against the exigible debts to the Supplier.
- i. Payment by Client in no sense constitutes the waiver of any right to readdress the implementation of the order.
- j. Client reserves himself the right to pay to Supplier the social security contributions and wage tax due on account of the work, for which he is accountable pursuant to the Sequential Liability, by bank transfer to his account reserved for taxes or otherwise to the escrow account which the Receiver holds for contractor.
- k. Without prejudice to what is stipulated in the preceding section, Client has the right at all times to withhold the amounts of social security contributions and wage tax intended above from the (sub-)contracting sum and pay them directly to the tax office on behalf of Supplier.
- l. Were Client to receive, prior to or during the implementation of an agreement, clear indications regarding the failure of the Supplier to comply with the obligations, then Client has the right to demand sufficient security from the Supplier for the correct fulfilment of the agreement, failing which Client is authorised to rescind the agreement in conformity with what is stipulated in article 16.
- m. Client is exclusively bound by an order granted by him if it has been made or confirmed in writing by a collaborator of Client who is authorised to do so.

Article 7: Inspection

- a. Client has the right to (let) inspect matters at all times, both during manufacturing, processing, and storage, and after delivery. The Supplier cannot derive any rights from the results of an inspection beforehand.
- b. The goods and services delivered by Supplier to Client must at all times be compliant with the specifications established with Client and with the applicable national and international legislation and regulations.

- c. Upon first request, Supplier will grant access to Client or his representative to the place of manufacturing, processing, or storage. Supplier will give his assistance free of charges for the purpose of the inspection.
- d. If the goods after investigation by an independent certification institute have been assessed negatively, the costs of the investigation are borne by the Supplier.
- e. If an inspection as intended in this article due to Supplier cannot take place at the intended time or if an inspection must be repeated, the costs resulting for Client are borne by Supplier.
- f. In case of the rejection of the delivered matters and/or services, the Supplier will take care within five working days for restoral free of charges or of replacement of the delivered matters. If the Supplier does not comply with this obligation within the term set in this article, Client has the right to purchase the required matters and/or services from a third party, or alternatively to (let) take measures by himself or by a third party at the expense and risk of the Supplier, or otherwise to proceed with the rescission or annulment of the agreement. These matters leave unaffected the right of Client to compensation for damages.
- g. If the Supplier does not recover within five (5) days the rejected delivered matters, Client has the right to return the matters to the Supplier at the latter's expense and risk.
- h. The receipt of matters or the payment of the delivered matters does not constitute approval of those matters. Client retains the right in such cases to still reject the matters.

Article 8: Delivery

- a. Delivery takes place "Delivery Duty Paid" (*franco*) at the established place of delivery, in accordance with the version of the Incoterms which is effective at the moment of the purchase or order, without prejudice to what is established in these conditions, unless established otherwise explicitly.
- b. Transport to the construction site, including unloading at the construction site, is at the expense and risk of the Supplier. Loan-packaging is returned to the counterparty at the expense and risk of the Supplier. The Supplier is obligated to take back free of charges packaging material and/or waste.
- c. The supply of any such certificates, attestations, warranty certificates etc. as may apply are a part of the delivery, whereby the rule is that this documentation must be in the possession of Client no later than within 2 weeks after delivery of the products.
- d. If the matters to be delivered are picked up by the Client, the Supplier must grant assistance with unloading without being able to charge costs for this.
- e. Deliveries must be announced to Client at least two days before their offering. Client reserves himself the right to refuse unannounced shipments. The Supplier commits himself to at least offer the shipment on the day after the first offering again and free of charges.
- f. Unless established otherwise in writing, the Supplier does not have the right to make partial deliveries or partial performances. Client reserves himself the right to send back without prior announcement partial deliveries not agreed on and/or products which have been delivered in excess at the expense and risk of the Supplier.
- g. The delivery date, dates, or term(s) of the agreement count as punctual and fatal and apply to the entire delivery, including the associated drawings or other documents. If circumstances occur on grounds of which the overrunning of (an) established delivery date, dates, or term can be expected, the Supplier must forthwith inform Client accordingly. The latter leaves unaffected the established consequences of the overrunning of the delivery date. The established delivery terms must be considered strict and fatal time limits.
- h. If the Supplier overruns any established delivery date, dates, term(s), Client is authorised, without prior statement to the Supplier, to impose a fine of 1% of the price of the delivery per day, up to a maximum of 10%, which will be immediately exigible on the date of its imposition. The im-

position, collection, or setting off of this fine leaves unaffected Client's right to compliance, compensation of damage and/or rescission.

- i. Client has the right to postpone the delivery. The Supplier will in this case properly package, store separately and identifiably, conserve, secure, and insure the matters.

Article 9: Packaging

- a. The Supplier will pack and secure the matters to be delivered with care and make sure that the delivery is shipped and/or carried out in the appropriate manner and that it reaches the place of destination in proper conditions and is safely unloaded.
- b. The Supplier must separately pack each order number of Client, unless it is emphatically established otherwise.
- c. The order number of Client will be clearly visible on the packaging of the products and on the associated waybill. This cannot be deviated from, unless Client states such emphatically in his order. In case of non-compliance with this, Client can refuse the delivery and/or claim the resulting damage from the Supplier.
- d. Client has the right at all times to return the (transport) packaging material to Supplier at the latter's expense. Supplier is obliged upon the first request of Client to recover the (transport) packaging material. If the Supplier remains in default regarding, the costs to be incurred by Client in the matter will be billed to the Supplier.
- e. The processing or destruction respectively of (transport) packaging material is a responsibility of Supplier. If upon request of Supplier packaging material is processed or destroyed, this takes place at the risk and expense of Supplier.

Article 10: Risk and property transfer

- a. The delivery is at the risk of the Supplier until it has reached the established location, has been unloaded and is accepted by Client in writing by a person authorised to do so, while stating his name.
- b. The property of the matters is transferred to Client at the moment of delivery.
- c. Goods to be manufactured are considered to have passed to Client already, as soon as the Supplier has started processing them, has received them from third parties, or has manufactured them; he will keep these goods for Client, individualise them, and mark them as the property of Client. Such a transfer of property does not constitute approval of the performance.
- d. If Client for the benefit of the delivery makes available matters to the Supplier or he is supposed to have done so, these remain the property of Client and the Supplier is obligated to keep these matters under his control, marked clearly as the property of Client.
- e. Matters which are created through association, mixing, or otherwise become the property of Client at the moment of their creation. The Supplier is considered to have formed the matters for Client and will hold these new matters as the property of Client and if so requested provide Client with a declaration of property.

Article 11: Warranty

- a. The Supplier will execute an agreement concluded with Client punctually and without any deviations. The delivered matters, executed works, and executed assignments will correspond with the agreement and be endowed with the promised characteristics. The Supplier will under no circumstance deviate from the requirements which are specified in the agreement, nor in any other manner deviate from the specifications, without the emphatic consent obtained in writing from Client beforehand.
- b. The Supplier guarantees during the established warranty term of at least 5 years or, in its absence, the warranty term customary in the sector, the absence of any visible or invisible shortcomings. The warranty period will be extended by the period(s) during which the matters are not

used or could not be used completely as a result of a shortcoming as intended in this clause. New warranty periods equal to the ones mentioned in the preceding will be applicable to the matters which are provided in replacement and replaced or repaired parts of those matters, also including those parts of the matters on which replacement or repaired parts can exert influence.

- c. If a shortcoming arises during the warranty period, Client has the right to either send back the matters and demand immediate reimbursement of the payment made for those matters, or to demand that the Supplier, upon the first request of Client, restores the defects occurring during the warranty period at his own expense and risk and/or replaces the matters or defective parts thereof, without prejudice to the right of Client to compensation for further damage (also including consequential damage) and the damage incurred by third parties.
- d. In derogation to the preceding section, Client has the authority, if Supplier remains in default regarding compliance with his warranty obligations as included in this article, to carry out the warranty activities himself or have them carried out by third parties at the expense and risk of Supplier. Client may set off the costs thus incurred against amounts owed to Supplier.
- e. The Supplier will be compliant with all legal requirements – whatever their names – as applied by the certifying institutions which, for instance in relation to quality, the environment, safety, and health, must be observed upon implementation of the agreement.
- f. The staff and/or helpers deployed by the Supplier upon the implementation of the agreement will be compliant with the special requirements stipulated by Client and in their absence with the general requirements of professional competence and expertise.
- g. Upon conducting the performance at the premises of Client or of third parties, the Supplier must in any case observe the safety regulations applicable there, also including regulations of Client, or those of third parties.

Article 12: Industrial and intellectual property rights

- a. The Supplier guarantees that the delivery does not violate patent rights or other industrial or intellectual property rights of third parties. The Supplier safeguards Client against any third-party claims in the matter.
- b. Client is rights holder to all industrial and intellectual property rights which arise or are the result of the implementation of the Supplier, his staff or third parties who are involved in the implementation of the agreement by the Supplier. Upon the first request of Client, the Supplier is obligated to carry out all things which are necessary for the acquisition and assuring of these rights.
- c. The Supplier has the right to use the information which is provided by Client, though exclusively in connection with the agreement. This information is and remains the property of Client.
- d. The Supplier waives his personality rights from article 25 section 1 under a of copyrights legislation 'Auteurswet'. To the extent modifications in the work regard the matters or their naming, Supplier furthermore waives the personality rights mentioned in article 25 section 1 under b and c of said Auteurswet. Supplier will not appeal to the powers granted in article 25 section 4 of Auteurswet.

Article 13: Insurance

Client has the right to demand of the Supplier to take out an insurance to cover the risks. Upon first request of Client, the Supplier will offer insight to Client into the policy serving that purpose with the associated conditions.

Article 14: Non-compete

The Supplier will refrain completely from the direct offering of products and/or services to immediate processors in construction, with whom Client is engaged in negotiations or with whom an agreement has been or is being concluded.

Article 15: Secrecy and disclosure prohibition

- a. The Supplier will keep secret the existence, the nature, and the content of the agreement, as well as other company information and not disclose anything concerning without the written permission of Client. This also includes the know-how, models, designs, drawings and other documents provided by the Client.
- b. These obligations will also be imposed by the Supplier on the employees and third parties whom Supplier engages for the implementation of this agreement.
- c. In case of violation of what is stipulated in the preceding section, Client will impose an immediately payable fine on the Supplier in the amount of EUR 15,000 for every violation. The amount of the fine is paid directly by the Supplier to the Client after aforementioned ascertainment and notification of it by the Client.
- d. The imposition, collection, or setting off of this fine leaves unaffected the right of Client to compliance, compensation of damage, and rescission.

Article 16: Rescission

- a. The Supplier is immediately in default and Client has the right to unilaterally, completely or partially, rescind the agreement without default notice and without judicial intervention, by way of a letter sent by registered mail or served by a judicial officer, if:
 - The Supplier falls short in complying with his obligation from the agreement or from other agreements flowing from it;
 - The Supplier overruns the established delivery date, also in the event of falling short non-attributably;
 - The Supplier has been declared in a state of bankruptcy, or has applied for suspension of payment;
 - The business of the Supplier is halted, permits are revoked, an attachment is placed on (a part of) company property or matters which are intended for the implementation of the agreement;
 - The Supplier liquidates his company, transfers it, or any comparable situation;
 - Any advantage is or has been offered by the Supplier or one of his subordinates or representatives to a person who is a part of the company of Client or to one of his subordinates or representatives;
 - The Supplier offers products of illegal provenance, or if the regulations of the CITES-treaty are not complied with.
- b. If Client rescinds the agreement on grounds of one of the above situations, completely or partially, Client is not obliged to compensate any damage which the Supplier or any third party suffers or will suffer.

Article 17: Outsourcing

The Supplier will not outsource any of his obligations flowing from the agreement to third parties without the prior written consent of Client. The permission granted by Client does not alter the responsibilities towards Client.

Article 18: Resources

- a. All resources, such as drawings, models, casts, moulds, and equipment which is made available by Client for the implementation of an agreement to Supplier or which that contractor has made or has had made especially in the context of the agreement with Client, remain or become under all circumstances the property of Client, regardless of whether they have been paid for or not.
- b. All resources and all copies created thereof must upon first request be made available to Client or returned to Client.

- c. For as long as Supplier has the resources under his control, Supplier must provide these with an indelible marking which indicates that they are the property of Client. Supplier will point out the property right of Client to third parties which wish to establish a claim on these resources.
- d. The Supplier will only use the resources intended in this article for the carrying out of deliveries and activities for the benefit of Client and will not show them to third parties, unless Client has granted his emphatic written consent for this. Supplier bears the risk of loss or damaging and is bound to insure this risk at his own expense.

Article 19: Liability

- a. Supplier is liable for all direct and indirect damage which has occurred because of a shortcoming or illegitimate action of Supplier, his subordinates or his helpers. This also includes all damage which has occurred due to the presence and/or the use of matters which Supplier has involved in the implementation of the agreement.
- b. Supplier will safeguard Client completely against third-party claims for the compensation of damage as intended in the first section.

Article 20: Obligations upon the carrying out of activities

- a. The Supplier must:
 - Have at his disposal a valid proof of registration with the relevant social security institution 'Uitvoeringsinstituut Werknemersverzekeringen' (UWV), to the extent the institution provides such. Supplier must show this proof of registration to Client on request;
 - Provide on request a recent (no older than three months) extract from the Trade Register of the Chamber of Commerce to Client;
 - Provide Client with a statement of all employees to be deployed for the work as well as present once for each employee (before they start with their activities) a copy of a valid ID and on if so requested pay slips as well;
 - Hand over to Client a man-day register, which states per employee of Supplier name, address, postal code, Place of residence, social security number (BSN), date of birth and the number of hours worked per date;
 - Strictly comply with all obligations towards the employees deployed by Supplier;
 - Punctually settle all legal obligations for the disbursement of social security contributions as well as of wage taxes, which are related to the work assigned to him and furthermore strictly comply with the applicable union contract CAO. Client has the right to conduct controls at the Supplier to determine whether Supplier is compliant with the aforementioned obligations. If Supplier does not or does not sufficiently collaborate with this investigation, Client has the right to suspend his payments;
 - Periodically provide an automatic statement regarding his payment of wage taxes and social security contributions, as intended in the guideline(s) established in the context of Sequential Liability;
 - On request prepare weekly reports according to a model approved by Client and to present these weekly reports, filled out and signed, for approval to Client weekly;
 - If Sequential Liability applies, organise his administration in such a manner that the following documents or information can be instantly or practically instantly found back in it:
 - the agreement or its contents on grounds of which Supplier has carried out the performance provided by him to Client;
 - the information regarding compliance with that agreement, including registration of the persons who have been deployed and of the days/hours during which those persons have carried out activities;
 - the payments which have been made in connection with said agreement;

- if so requested provide Client free of charges with all information for his administration and/or for his principal;
 - if the Sequential Liability is applicable, have available the original agreement on the tax-exclusive account and to show it to Client upon his request, unless parties have established that Client will deposit the payable contracting sum directly to the escrow account of the Receiver.
- b. In case Supplier has not (yet) fulfilled his obligations from section 1, Client will only be bound to settle after he has received the missing information and has processed it administratively and/or Supplier has complied with any other obligation he may have.
- c. If Supplier remains in default with the fulfilment of his obligations from this article, Client has the right to rescind the agreement. Supplier will then be held to compensate the damage incurred by Client.

Article 21: Laws and regulations

- a. Supplier must observe all applicable legislation and regulations, conditions and provisions, as well as all requirements and conditions which pursuant to the agreement concluded by Client with Client are applicable to these activities.
- b. Supplier will take care at his own expense of such permits and safety measures as may be required in connection with the delivery to be made and the implementation of the work contracted by him.

Article 22: Order, safety, legality, and the environment

- a. The Supplier and his suppliers in turn are bound in the context of the European Timber Regulation (EUTR) to exclusively supply wood and/or wooden products the legality of which is guaranteed.
- b. The Supplier is bound to supply material with FSC or PEFC-certification, if such has been agreed on. In case Supplier applies modifications to the claims of FSC or PEFC-certified articles, Client must be informed of this at least 4 weeks prior in writing.
- c. The Supplier is bound upon request to make available performance statements for products for which this is legally obligatory. Supplier is responsible for the accuracy of the indicated performance of the products. Client has the right to claim damage resulting from the incorrect depiction of performances from the Supplier.
- d. The Supplier and his employees as well as third parties deployed by him are obliged to observe the statutory safety-, health-, and environmental regulations, including the ILO Declaration on Fundamental Principles and Rights at Work (1998).
- e. Also any possible company requirements and regulations in the field of safety, health, and the environment of Client must be followed. A copy of these requirements and regulations is available for Supplier for free on request.

Article 23: Processing of Personal Data

- a. In case the Supplier upon the implementation of the Agreement processes personal data, the Supplier will process the personal data in a correct and diligent manner and will observe the legal requirements which flow from legislation and regulations. The Supplier will take sufficient technical and organisational measures to assure a level of security for the processed personal data which is in line with the risk. The Supplier must thereby take into account the state of the art, the cost of implementation, the nature, the extent, the context and the risks to rights and liberties of persons as they vary in gravity. If so requested, the Supplier will forthwith inform Client on the manner in which the Supplier implements his obligations pursuant to aforementioned legislation and regulations.

- b. The Supplier will not process the personal data obtained for processing for his own purposes and not process them for other or further-reaching purposes than is reasonably required for the implementation of the Agreement, unless Client has granted written permission for this.
- c. The Supplier informs the Client forthwith on each request and/or complaint of the monitoring authority or the Data Subject regarding the personal data which are processed upon implementation of the Agreement.
- d. The Supplier assists the Client in case the data subject submits a request for the exercise of his or her rights such as, though not limited to, the right of perusal, correction, removal, to object against the processing of personal data and a request for the transferability of the own personal data. The Supplier will not autonomously implement the obligations which Client is subject to pursuant to the law.
- e. The Supplier informs the Client within two working days on every court order, writ of summons, legal obligation or other obligation for the sharing of Personal Data with third parties.
- f. The Supplier informs the Client without unreasonable delay, though no later than within 48 hours, as soon as he has taken cognisance of a breach in connection with the protection of relevant personal data and thereby provides the Client with all information which the Client deems necessary.
- g. The Supplier will provide the following information in case of a breach in connection with the security of the relevant personal data:
 - a detailed description of the breach in connection with the security of the relevant personal data;
 - type/kind of personal data which is involved;
 - the personal data of how many people are involved;
 - the identity of the persons who are involved;
 - the measures taken to limit adverse effects for the data subject(s) and to resolve the relevant breach;
 - the cause of the breach in connection with the security of the relevant personal data;
 - the duration of the breach and the moment of occurrence.
- h. The possible costs incurred to resolve the breach in connection with the security of relevant Personal Data, are borne by the person incurring them, unless the breach has occurred due to non-compliance with the Agreement by the Supplier, in which case the costs are borne by the Supplier. In addition, the Client retains the possibility to deploy other legal means.
- i. Communications regarding the breach in connection with the security of the relevant personal data will always take place after mutual consultation.
- j. If the Agreement between the Supplier and the Client ends, the Supplier will make sure that all personal data which it has gained control over in the context of the implementation of the Agreement are returned to Client or, with the consent of Client, are destroyed, barring to the extent a mandatory legal provision opposes this.
- k. If the Supplier acts in violation of this article and/or relevant legislation and regulations in the field of the protection of personal data, the Supplier will safeguard the Client against claims by third parties in the matter.

Article 24: Disputes

- a. Disputes between parties, also including those which are only considered such by one of the parties, will be resolved as much as possible through mutual consultations.
- b. If parties do not reach a solution, the disputes will be judged on, at the free discretion of parties, by either the competent court in the district in which Client is established, or by the council for arbitration in construction, 'Raad van Arbitrage voor de Bouw'. If the dispute falls under the competence of the Chamber 'kanton', this Chamber, the 'kamer van kantonzaken' is exclusively competent to hear the dispute.

Article 25: Applicable law

To the agreement, of which these purchase conditions are a part, Netherlands legislation is exclusively applicable. Foreign legislation and treaties, including in any case the Vienna Commercial Treaty, are excluded.