

General Terms & Conditions

I. General

1. The following Terms & Conditions apply in the respective version for all offers, sales, deliveries and services of Lamico BV both for consumers and also for businesspeople (hereinafter also referred to together or individually as the "Purchaser"), insofar as there is no deviating agreement or no express individual provisions only for consumers or businesspeople are contained in the following Terms & Conditions. A consumer is any natural person who enters into a legal transaction for a purpose which cannot be attributed to either his/her commercial or his/her independent professional activity. A businessperson is a natural person who or a legal entity or a partnership with legal capacity which acts in exercise of its commercial or independent professional activity when entering into a legal transaction

2. These Conditions are also applicable for all future business relationships, even if they are not expressly agreed once more.

3. **If the Purchaser is a businessperson, the following applies:** Contrary, deviating or supplementary terms & conditions of the Purchaser are not recognised by Lamico and are hereby expressly rejected, unless Lamico has expressly consented in writing to their application. Lamico's Terms & Conditions also apply even if Lamico performs the delivery to the Purchaser without reservation, in knowledge of contrary conditions of the Purchaser or conditions of the Purchaser which deviate from Lamico's Terms & Conditions.

II. Offer/Entry into Contract

1. Lamico hereby reserves the right to adjust offers and cost estimates, unless Lamico has expressly described these in writing as binding.

2. Contracts come into existence through written order confirmation by Lamico or through order fulfillment by Lamico.

3. In the case of custom-made products, the Purchaser's technical drawing confirmed by Lamico is the contract basis.

III. Creditworthiness

1. When offers are accepted, the Purchaser is assumed to be creditworthy.

2. **If the Purchaser is a businessperson, the following applies:** At all times, Lamico has the right to request payment in advance in full or in part and/or to receive another kind of security for the payment. If the Purchaser does not or cannot meet such a request within a reasonable period, Lamico is entitled to terminate the contract or to suspend its delivery obligations.

IV. Prices

1. The statutory VAT is not included in the price given. It will be shown separately in the invoice in the statutory amount on the date of invoicing.

2. The prices are in Euros "free carrier" (Incoterms 2010) from the agreed handover location to the first carrier, unless something to the contrary is stipulated in writing in the offer. If after entry into contract, taxes, customs duties, freight charges, fees or other dues are increased, reduced or newly-introduced, then these are to the benefit or to the detriment of the Purchaser.

V. Delivery

1. All consignments are for the Purchaser's account.

2. All consignments are at the Purchaser's risk. The Purchaser bears the transportation risk after loading has occurred. This does not apply if the Purchaser is a consumer.

3. Ancillary shipping costs and the materials necessary for shipping will be charged to the Purchaser separately.

4. Insofar as delivery periods are not expressly agreed as binding, these are only to be understood as approximate delivery-period information and are not binding. Delivery periods commence upon order confirmation. If uncertainties attributable to the Purchaser arise after the order confirmation, particularly with regard to the production, then the delivery periods will be postponed accordingly.

5. If due to force majeure Lamico is not able to perform the contract, Lamico is entitled to suspend the performance of the contract. In such case, the Purchaser has no claim for compensation, costs or default interest. Force majeure is deemed to also include: war, threat of war, strike, fire, accident or illness of personnel, business interruptions, transport delays, natural disasters, disruptive legal requirements, import/export restrictions, problems unforeseen by Lamico in connection with the production or transport or any other fact which does not depend on Lamico's will, such as the non-delivery or late delivery of goods or services by third parties which have been instructed by Lamico. Lamico will inform the Purchaser about such events. If performance of the contract becomes permanently impossible due to such events, then both parties are entitled to rescind the contract with regard to the performance scope affected.

6. In the case of on-call purchases without a precise date stipulation, the goods are to be accepted by the Purchaser upon Lamico's written request at the latest 2 months after entry into contract. If the written acceptance request by Lamico remains wholly or partially fruitless for 8 days, Lamico is entitled, as it chooses, to rescind the contract or to demand payment on the basis of an invoice. Storage costs, warehouse rent and fire insurance costs can be charged to the Purchaser in addition, from the fruitless expiry of the 8-day period set in writing onwards.

7. If despite agreed free-house delivery the Purchaser or a third party collects the goods itself at the Purchaser's later request, then the Purchaser is not entitled to a transport deduction.

8. If the Purchaser is in default in acceptance (*mora accipiendi*), then Lamico is entitled to demand compensation of the loss suffered and any additional expenditure. The risk of accidental deterioration and accidental loss is transferred to the Purchaser upon occurrence of *mora accipiendi*.

9. Lamico is entitled at all times to perform part of the contract and in each instance to request payment of the already rendered part, insofar as this is reasonable for the Purchaser.

VI. Complaints about Defects/Rights in the Event of Defects

Properties of wood:

1. Wood is a natural product; its natural properties, deviations and characteristics are therefore always to be noted. In particular, the Purchaser has to take account of its biological, physical and chemical properties when purchasing and using it.

2. The range of natural differences in colour, structure and other properties within one type of wood is part of wood's properties as a natural product, and does not constitute any ground for complaint or liability whatsoever.

3. If necessary, the Purchaser has to obtain professional advice.

If the Purchaser is a consumer, the statutory provisions of the Dutch Civil Code (BW) apply.

In contrast, if the Purchaser is a businessperson, the following applies:

4. Upon arrival at their destination, the goods are to be inspected for any recognisable damage, for example transport or storage damage, and in the event that such damage is identified, a written complaint is to be sent to Lamico. The damage must be determined at the destination without transporting the goods away from there. Otherwise, the goods are deemed to have been accepted in this regard.

5. In addition, the Purchaser's defect claims only exist if the Purchaser has duly complied with its statutory inspection and complaint obligations. The Purchaser is obliged to inspect the goods thoroughly directly after receiving the delivery.

The goods are deemed to have been accepted if Lamico does not receive a written defect complaint with regard to the defects which were recognisable during a careful inspection of the goods, within five working days after the goods arrived at their destination or otherwise within five days after discovery of the defect or after any earlier time when the defect was recognisable for the Purchaser during normal use without closer inspection.

6. If any defects arise in the goods supplied by Lamico, then as Lamico chooses, Lamico will rectify these defects (or have these rectified) or completely or partially replace the goods affected or grant an appropriate price discount. If this is not possible within a reasonable period set by the Purchaser, the Purchaser is entitled to rescind the contract.

7. Insofar as nothing to the contrary arises out of these Terms & Conditions, the Purchaser cannot assert any claims against Lamico due to defective goods supplied. Lamico is not liable for intangible damage or loss, loss of life or personal injury, operational stoppages, consequential losses and (other) indirect damage or loss suffered by the Purchaser, unless Lamico has acted with gross negligence or intentional misbehaviour. Damage to goods which was caused by damaged or destroyed packaging is to the Purchaser's expense and risk. In all cases where Lamico has an obligation to the Purchaser to pay compensation, the sum to be paid will not amount to more than the net invoice value of the goods supplied by which or in connection with which the damage or loss was caused.

8. If Lamico negligently breaches a contractual obligation, the liability is limited to the foreseeable damage or loss, insofar as it does not involve loss of life, personal injury or damage to health.

9. Any claim against Lamico becomes time-barred after one year after the claim came into existence, unless this claim has been acknowledged by Lamico.

VII. Joint and Several Liability

1. Insofar as Lamico's liability is excluded or limited, this also applies to the personal liability of Lamico's employees, workers, representatives and vicarious agents.

VIII. Payment/Invoice

1. Insofar as nothing to the contrary is agreed upon in writing, invoices are payable within 14 days from the invoice date minus 2% discount, or within 30 days from the invoice date without discount. Payment is to be made in cash or by means of cashless payment transaction. Discount deductions are only recognised if the payment is made within the discount period and there are no overdue claims arising out of other sales.

2. Bill-of-exchange payments are only permissible pursuant to special agreement. The presentation of discountable bills of exchange is done in payment pending full discharge of the debt, and has to occur within 8 days after the invoice date. The term of the bills of exchange may not exceed 90 days, calculated from the invoice date onwards. Standard bank discount charges are borne by the Purchaser. Discount deductions are not recognised in the case of payment by bills of exchange.

3.

If the Purchaser is a businessperson, the following applies:

Lamico is entitled, from the due date onwards, to demand default interest in the amount of 8 percentage points above the respective basic interest rate of the European Central Bank. The right to claim other compensation shall remain unaffected thereby.

If the Purchaser is a consumer, the following applies:

Lamico is entitled, from the due date onwards, to demand default interest in the amount of 5 percentage points above the respective basic interest rate of the European Central Bank. The right to claim other compensation shall remain unaffected thereby.

If the Purchaser is a businessperson, the following applies:

The Purchaser cannot assert a right of retention or effect set-off against the purchase price or other payment claims existing against it, unless the claim used for set-off is a claim which has been expressly acknowledged by Lamico or a claim which has been determined in a final and legally-binding manner.

5. If the Purchaser is obliged to make payment to us due to several sales, and if one payment is made, then that payment will first be credited towards the costs which have arisen, then towards the interest, and then towards the main claims. The payment is to be credited towards the main claims due, starting with the oldest claim due, only after settlement of costs and interest, even if the Purchaser states that the payment is intended for a more recent invoice.

6. Lamico is entitled to send invoices exclusively by email in the framework of what is legally possible, unless the Purchaser objects.

IX. Retention of Title

1. Lamico hereby reserves ownership of the goods supplied and yet to be supplied, until its claims for the goods and services supplied and yet to be supplied have been fully satisfied by the Purchaser, including claims due to non-performance of one or more contracts.

2. If the Purchaser does not fulfil its obligations, Lamico is entitled to take back its goods at the Purchaser's expense from the location in which they are (or to have these taken back on its behalf).

3. The Purchaser is not authorised to pledge goods which have not been paid for or to transfer ownership of goods which have not been paid for, other than in the ordinary course of business.

4. The Purchaser is obliged to treat the goods supplied subject to retention of title with the requisite care and to store them as identifiably owned by Lamico.

X. Intellectual Property

1. Lamico as the seller has or the producer of the goods has exclusive rights in all names, trademarks, patents and inventions pertaining to the goods, regardless of whether registered or not.

2. Lamico hereby reserves ownership rights, copyright as well as other proprietary rights in illustrations, calculations, drawings as well as other documents. Passing these on to a third party requires Lamico's written consent. This does not apply to illustrations, calculations, drawings as well as other documents which come from the Purchaser.

3. The storage obligation for tools which serve in the manufacture of merchandise expires at the latest two years after delivery to the Purchaser.

4. The Purchaser guarantees that the manufacture and delivery of objects which are produced in accordance with its information do not infringe third-party proprietary rights. Moulds, shapes, templates, stencils and other equipment remain solely Lamico's property, even if the party placing the order is charged a fee for this.

5. Drawings and other documents may not be made accessible to third parties, and are to be returned without undue delay to Lamico upon Lamico's request or if the order is not placed with Lamico.

6. Illustrations, drawings, models, templates and samples sent in are to be returned upon request by the Purchaser. If an order does not come into existence, then Lamico can destroy these 3 months after making the offer; in all other cases, 6 months after invoicing.

XI. Legal Venue/Place of Performance/Applicable Law

1. Dutch law applies for all contracts entered into by Lamico. Any international treaty concerning the sale of goods whose effect can be excluded between the parties is not applicable and is hereby expressly excluded.

In particular, the application of the UN CISG (1980) is hereby excluded.

2. Should individual provisions of these Terms & Conditions be or become invalid or unfeasible, then the validity of the other Terms & Conditions shall remain unaffected thereby. Parties are obliged to replace invalid or unfeasible provisions with valid provisions whose effect comes closest to the financial objective. The foregoing provision also applies correspondingly in the event that these Terms & Conditions transpire to have unintended lacunae in certain regulatory areas.

3. These Terms & Conditions are made available in German and in Dutch. In the event of any contradictions or discrepancies between the linguistic versions, the Dutch version prevails.

If the Purchaser is a businessperson, the following applies:

Lamico's headquarters are deemed to be the place of performance for a contract. All disputes between the Purchaser and Lamico are exclusively decided by the pertinent court in whose district Lamico has its headquarters. However, Lamico is also entitled to sue the Purchaser at its headquarters.

XII. Data Processing

The Purchaser is aware that Lamico stores and processes personal data in connection with the business relationship. The Purchaser expressly consents to the storage and processing of personal data. No separate notification will be issued in this respect.

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