

GENERAL TERMS AND CONDITIONS
(dd 21/12/2020)

1. APPLICABILITY – 1. Except where otherwise specially provided for in writing, the parties agree that solely these general terms and conditions will apply to all offers and agreement entered into. Any applicability of general terms and conditions of a co-contractor is excluded. If general terms and conditions are provided electronically, they shall form one whole with the correspondence. 2. CARPENTIER HARDWOOD SOLUTIONS (hereinafter referred to as: "CARPENTIER") shall be entitled to amend the terms and conditions unilaterally, as a result of changes in sectoral, national and/or international legislation and/or customs in the sector. The amended terms and conditions shall be published in writing or digitally and shall apply to any subsequent agreement. 3. The invalidity or non-application of one of the clauses will not affect the applicability of the other clauses. Invalid clauses are amended to ensure they can be validly effective and are closest to the intentions of the parties. 4. The parties explicitly declare that the clauses of these general terms and conditions are not manifestly unbalanced and reflect the true will of the parties. The parties also acknowledge that the stipulated compensation is balanced and proportional, and takes the possible consequences for one or the other party into account.

2. QUOTATION - PRICE – 1. Advice, prices, catalogues, samples, quotations for goods, works or repairs are provided entirely without obligation and without incurring any responsibility or liability. 2. A quotation is valid for the period specified, normally no more than two months. The price information applies only to the purpose and quantities referred to in the quotation. 3. CARPENTIER reserves the right to refuse orders in the event of demonstrable events that call trust in the customer into question. The order confirmation defines the purpose and terms and conditions of the contract. 4. The prices quoted are in euros, exclusive of VAT, exclusive of additional work, exclusive of turnover taxes and/or other government levies. The goods are invoiced ex warehouse, whereby warehouse, postage and (transport) costs may also be charged. 5. If the costs of the work to be performed are increased considerably due to circumstances beyond CARPENTIER's control and/or circumstances which could not reasonably be taken into account or should not have been taken into account at the time the agreement was concluded, CARPENTIER may adjust the prices accordingly. In view of, among other things, the specific nature of the materials used, CARPENTIER also reserves the right to adjust the price if the order is completed more than six months after the order confirmation. The price shall then be adjusted in accordance with the market prices then in force, or at least according to the ABEX (Belgian Association of Surveyors) price revision index. Regardless of the delivery period, an exceptional price increase by a supplier (increase of more than 30%) may also give rise to a price revision. 6. If the price revision would result in a significant increase of more than 40% of the total price, the customer-consumer shall be entitled to withdraw from the agreement. However, work already carried out must be paid for. 7. In the event of customisation or special requirements, payment in full will always be required in the event of a cancellation. The parties affirm that an order for goods sold under the *Livinglodge* label invariably involves customisation. 8. Should the customer wish to cancel the order without good reason, the customer is obliged to pay a fixed compensation equal to 20% of the price, without prejudice to the right to prove additional damage. In the event of termination during the performance of the contract, the customer will be liable to pay compensation for the services already provided and materials already purchased, plus 30% of the overall price. 9. In cases where statutory provisions require reciprocity, an equivalent obligation will apply to CARPENTIER, whereby compensation of 10% of the price of the work still to be carried out will be due with a minimum of 250,00 euros and a maximum of 3,000,00 euros.

3. PURPOSE AND RECIPROCAL COMMITMENTS – 1. Unless confirmed in writing, only the content of the confirmed quotation will serve as proof of what has been agreed between the parties. Under no circumstances can any clauses that the customer may have agreed with other parties involved be invoked against us. 2. Anyone who places an order with a request to draw up the invoice for the goods delivered and/or the work carried out in the name of a third party remains jointly and severally liable to CARPENTIER for fulfilling all obligations. 3. Orders placed with us are completed to the best of our ability. 4. Each agreement will be considered to have been concluded at the registered office of CARPENTIER. 5. Additional work can be substantiated by all means. 6. The plans take precedence over the specifications, regardless of what is written in this respect in the general or special terms and conditions for the specifications. The parties mutually agree that the completed order may differ from the plans or the characteristics of materials may differ from those initially presented, owing to technical considerations. The technical aspects take precedence over design.

4. DELIVERY - RISK – 1. Delivery times are provided for indicative purposes and do not represent an obligation to achieve a given result. Cases of force majeure (see Art. 11.7) by the seller or the latter's supplier are sufficient grounds for any delay in delivery, even for deliveries punishable by a fine or compensation in the event of a special contractual provision. Special provisions also include at the most making weathertight and not the finish. Changes in the orders will automatically lead to the expiry of the specified delivery times. Before commencement, CARPENTIER must be provided with all necessary information, including any authorisations, measurements, etc. **2.** Any ordered goods and materials, both in case of acceptance and purchase, will always be transported at the customer's own risk, even if we have agreed to handle transport. The customer-consumer only bears the cost. Storage of the goods pending delivery or collection is at the customer's risk. The co-contractor should ensure that the person who receives the goods and signs the CMR document is authorised to do so. The parties hereby acknowledge that the stipulated allocation of risks was a factor in the agreed price and that mutual concessions were made. **3.** If the customer fails to take delivery of the goods, a fee of 6.5 euros/m³ per month will be charged. **4.** In cases of delivery on request, such deliveries must accordingly be made at regular intervals. If the calls are not made regularly, the seller is free by rights to charge statutory rates of interest on the anticipated prices for the quantities made available, from the normal delivery dates to the actual delivery dates, without prejudice to the right to terminate the agreement out of court at the expense of the customer after the serving of formal notice. **5.** When goods are ordered in types of wood that have yet to be imported, delivery is subject to 'good delivery'. This concerns both the reasonable availability of the timber at a reasonable market price and the actual delivery and transport risk. Such orders will be cancelled by rights if the timber is not available within four months of the estimated delivery date. This shall not give rise to any compensation. The parties acknowledge that the preceding clauses on wood to be imported are reasonable in view of the specific nature of the goods and the specific nature of the market. **6.** Additional costs caused by the fact that the customer requires a shorter delivery period than the normal reasonable delivery period shall be at the latter's expense.

5. STEAMING AND DRYING OF TIMBER – 1. Degree of dryness: Unless stated otherwise, the degree of dryness, i.e., the moisture content after artificial drying (e.g., kiln drying) will be less than 20%. The degree of dryness, where otherwise provided, may exhibit a deviation of 2% (more or less) upon leaving the drying kiln. Any complaints about the degree of dryness should be reported, in writing, within 48 hours; the condition of the goods must not be changed and a carefully controlled storage is required. A buyer who demands special provisions regarding the degree of dryness may only invoke that criterion in a subsequent claim if explicit provision was made, in the order, for the timber to be shrink-wrapped after drying. To determine this degree of dryness, the mean is taken between the moisture fraction at the surface and that inside the wood. The measurements are performed on the flat-sawn part of the wood. The mean degree of dryness is determined at the outlet from the drying kiln; the seller isn't liable for any moisture that's absorbed thereafter. When drying wood that's thicker than 50mm, no guarantee of any kind is given as regards the degree of dryness; the seller isn't answerable either for any damage. The wood is measured before the drying and/or after the drying + a 7% shrinking allowance. **2.** Drying for third parties: The customer supplies the timber stoutly loaded, slatted up and bundled and in such a way that the wood can be fed into the drying kilns with no additional handling. If not, the order may be refused or, alternatively, the customer has to be willing to reimburse the additional handling costs on a cost-plus basis. The customer's liability when drying for third parties can, in no event, amount to more than the drying price in the event of drying defects.

6. INSTALLATION – 1. In the event of an installation operation by our services, the customer should make all the necessary arrangements to ensure that the site is ready for the start of the work. **2.** In the event of the customer taking care of the installation, CARPENTIER's obligations are confined to the delivery of the kit. We cannot be held liable in any circumstances for assembly errors. Concerning assembly, the customer must respect the current general regulations of the BBRI (www.bbri.be) and is assumed to have the necessary knowledge and skills for the optimum and correct installation. The buyer or installer must carefully follow the installation instructions we and/or the manufacturer provide. **3.** The delivery takes place as soon as CARPENTIER has completed the work and made it available to the customer. Any comments or complaints about this have to reach us in a letter stating reasons and sent by registered post within 8 days after delivery. After this period, no further complaints regarding this matter can be accepted. The work will in any case be deemed to have been completed when the work is first commissioned or continued by a co-contractor or third-party contractor.

7. PAYMENT – 1. CARPENTIER reserves the right to issue advance and interim invoices. The customer or the customer's appointed architect has a period of 14 days to make comments or to notify approval. **2.** Our invoices are payable in cash,

net and without any discount at our registered office or by bank transfer quoting the invoice number. A failure to pay the invoice on the due date will, by rights and without any formal notice, result in a late payment interest amounting to 8% per year being applied to the amount invoiced. In the event of a failure to pay, either in whole or in part, the amounts owed on the due date, the outstanding balance will be increased by 10% subject to a minimum of 125.00 euros and a maximum of 3,500.00 euros, even if grace periods are granted and without prejudice to the right to demonstrate additional damage. This increase will not in any event prevent higher interest rates from being charged. **3.** Non-payment of one invoice will result in all other invoices being due and payable. **4.** In the event of non-payment, CARPENTIER reserves the right to suspend the performance of further services with immediate effect and without further notice. **5.** Any payment periods granted lapse by operation of law ("*ipso iure*") in the event of death, bankruptcy or any change in the financial position of the customer/buyer which reduces the creditworthiness, such as protested bills of exchange, bank information.

8. BREACH OF CONTRACT - TERMINATION – **1.** In the event of a late payment or a continuing breach of contract, we reserve the right, by registered letter and after an unsuccessful serving of formal notice, to terminate the agreement in whole or in part out of court at the expense of the customer. Pursuant to the retention of title clause, we will recover the goods and the customer will be obliged by rights to pay compensation of 20% of the project value still to be completed, subject to proof of additional damage. In the event of breach of contract, an administrative cost of 250 euros shall also be payable by operation of law ("*ipso iure*"). Where appropriate, the customer will be required to provide us with written identification of the goods still present. **2.** In the event of a serious breach of contract by CARPENTIER without valid reason, the customer may, by registered letter and after an unsuccessful notice of default with a reasonable period of performance, rescind the agreement in whole or in part out of court at the expense of CARPENTIER and, if reciprocity is required by law, a similar compensation obligation on the part of CARPENTIER of 10% of the project value still to be completed shall apply, subject to proof of additional damage. **3.** The parties acknowledge that, in the event of breach of contract, termination or cancellation, the budgeting of the aforementioned amounts has taken into account the costs caused by the breach of contract or the termination of the contract on the part of both parties.

9. GUARANTEE - SET-OFF – **1.** We reserve the right, before or during the operation of the contract, to demand guarantees from the customer for payment of the purchase price and/or the performance of the contract for services. The costs of establishing these guarantees will be borne by the customer. We have the right to consider contracts as terminated by rights after the unsuccessful serving of formal notice, in accordance with the provisions in these terms and conditions, without any requirement for compensation, if the customer does not comply with our request. This also applies if, during the performance of the contract, the customer's financial situation changes to such an extent that a risk of insolvency or loss of the guarantees for the customer's claim is to be feared. **2.** The customer expressly confirms that all the customer's assets in our possession, by way of a guarantee and at any time, may be offset against all debts arising from this agreement.

10. COMPLAINTS – **1.** Complaints about visible defects should be made by registered letter or by email with read-receipt requested within 8 days after delivery. Once the aforementioned period has expired, the goods have been put into service by the customer or if they have been processed or modified, they will be considered to have been accepted. **2.** Hidden defects must be reported by registered letter within a period of 14 days after they were discovered or should have been discovered and in any case within a period of one year after the date of delivery for entrepreneurs and within a period of three years for private individuals. Once the aforementioned period has expired, CARPENTIER may no longer be held liable for any defects. **3.** Returns will be accepted only with prior consent. The cost of returning goods shall always be borne by the customer. Complaints, even if justified, do not entitle the customer to refuse performance of the agreement for goods which are not the subject of the complaint. Good-quality partial deliveries – including surpluses still in stock – must, in view of the specific nature of the goods always be accepted.

11. WARRANTY - LIABILITY – **1.** In respect of materials, the legal warranties as well as the warranties offered by CARPENTIER resulting from the agreement shall apply in accordance with the terms and conditions attached thereto. The liability under any legal warranties or warranties resulting from the agreement can never exceed the warranties given by the manufacturer and/or supplier. **2.** The limitations of liability that apply to the supplier and manufacturer also apply to CARPENTIER. CARPENTIER may not be held liable for incorrect or faulty technical specifications provided by the manufacturer or supplier. **3.** Any processing, dismantling or modification of the goods carried out by the customer, or any

third party, will automatically invalidate our liability. CARPENTIER shall not be liable if the materials delivered are not used by the customer or any other third party in accordance with their purpose. **4.** CARPENTIER's liability is always limited to the repair and/or replacement at our expense of the defective goods, i.e., the cost of materials. Other costs, including costs of dismantling, transport, assembly (transport and hourly wages) are not due by CARPENTIER. There is no right to further compensation for direct or indirect damage. Should it be impossible to replace the goods, liability will invariably be limited to a maximum of the sum of the invoiced amounts, which will gradually decrease over time, without any further compensation for direct or indirect damage. CARPENTIER cannot be held liable for commercial, consequential or unforeseeable indirect damage which the customer suffers or will suffer, lost profit or lost savings opportunities, except in the case of intent or gross negligence. **5.** We disclaim any liability for damages resulting from other uses of the delivered goods. We are not responsible for defects due to insufficient maintenance, improper or abnormal use, normal cracking and settlement phenomena of the materials, damage resulting from faulty architectural plans, for the impact of falling objects and in the event the products are installed at less than 10 cm from the ground surface, contact with stagnant water or in the event of insufficient ventilation. The customer shall indemnify CARPENTIER if it is held liable by third parties, as well as in the event of nuisance caused to neighbours. **6.** Natural colour changes and/or spotting are inherent to the product/material and do not constitute a defect or fault. **7.** The parties agree that they may suspend their obligations in the event of force majeure. In all circumstances, CARPENTIER shall not be liable for losses, damage or injury as a result of events which actually impede the execution beyond CARPENTIER's control or in the case of force majeure (including but not limited to, pandemic, epidemic, sudden governmental measures, seizure, confiscation or expropriation, disasters, fire, strikes, lock-outs, explosions, floods, weather terror (threat), serious digital or IT malfunctions, cyber-attack, weather effects, influence of organisms (fungus), wild animals, machine breakdowns, shortage of driving force, raw materials, fuel, equipment, labour or means of transport and accidents), either at CARPENTIER or at its suppliers or subcontractors, discharge CARPENTIER from all responsibility for not fulfilling our obligations. **8.** The goods, even shipped carriage paid, are transported at the customer's risk. We disclaim any liability for accidents during transport, as well as for delays in shipment by rail or other means of transport.

12. OWNERSHIP and RISK – **1.** The parties expressly agree that the materials and goods delivered, even if processed or used, remain the property of CARPENTIER until the price, costs and taxes have been paid in full. **2.** The customer expressly undertakes not to process the goods, dispose of them or provide them as security as long as they are the property of CARPENTIER. If the goods are nevertheless sold, the right to the resulting purchase price will replace the delivered goods. **3.** If goods are returned, advances paid will not be reimbursed but will be used to offset any losses. **4.** The customer will bear the risk of damage, loss or destruction and more as soon as the agreement is concluded.

13. INTELLECTUAL RIGHTS – **1.** All plans, drawings and designs, both general and individual, are and remain the property of CARPENTIER. **2.** The co-contractor will refrain from using or distributing the *Livinglodge* brand without the consent of CARPENTIER.

14. DATA PROTECTION – CARPENTIER collects and processes the customer's data only as part of the execution and follow-up of the order and for billing, administrative and/or accounting purposes. In this regard, CARPENTIER refers to the privacy statement on its website. The customer has at all times the right to inspect, change or have his or her data removed and may contact CARPENTIER in writing in this regard.

15. JURISDICTION – **1.** The agreement concluded between the parties is exclusively governed by and construed in accordance with Belgian law, to the exclusion of the Vienna Sales Convention. **2.** With regard to consumers, only the court designated by Article 624, 1°, 2° and 4° of the Belgian Judicial Code shall be competent. **3.** With regard to enterprises, all disputes fall under the exclusive competence of the territorially competent court of the registered office of CARPENTIER.