



VAN DRIMMELEN

General Purchasing Conditions of Houtgroep Van Drimmelen B.V.

These General Purchasing Conditions were filed with the Chamber of Commerce on 11 June 2024

Article 1: Applicability

1. These General Purchasing Conditions apply to all written and oral quotations, enquiries, offers, orders and agreements relating to the supply of goods and the provision of services by the Supplier to Houtgroep Van Drimmelen and/or its affiliated companies, hereinafter referred to as: "the Client".
2. The general terms and conditions of the Supplier (hereinafter referred to as: "the Supplier") are expressly rejected in their entirety.
3. Any deviations from or additions to these General Purchasing Conditions shall only be valid with the prior express written consent of the Client.
4. In case of any conflict between provisions, any separately agreed provisions shall prevail over the provisions of these General Purchasing Conditions.
5. If one or more (sub)provisions in these General Purchasing Conditions are at any time annulled, declared null and void or found to be inapplicable in whole or in part, this shall only comprise annulment, nullity or inapplicability of that specific (sub)provision. The other (sub)provisions in the relevant Article as well as the other provisions of these General Purchasing Conditions shall remain fully applicable. Instead of the invalid or void (sub)provision, a provision shall then be deemed to apply which, within the framework of what is legally possible, most closely approximates the intention and spirit of the invalid or void (sub)provision.
6. In these General Purchasing Conditions, "in writing" also means by e-mail or other common electronic means of communication.
7. In the event of a difference between the Dutch text and the text of these General Purchasing Conditions written in another language, the Dutch text shall prevail.

Article 2: Changes

1. The Client shall at all times be entitled in consultation with the Supplier to change the quantity and/or quality of the goods to be delivered. Changes shall be agreed in writing.
2. If, in the opinion of the Supplier, a change has consequences for the agreed fixed price and/or the time of delivery, he shall be obliged, before proceeding with the change, to inform the Client thereof in writing as soon as possible, but no later than three working days after notification of the desired change.
3. If these consequences for the price and/or delivery time in the opinion of the Client are unreasonable, the Parties shall consult on the matter.

Article 3: Prices, invoicing and payment

1. The agreed prices are fixed and exclusive of VAT and other taxes, and include all costs related to the fulfilment of the Supplier's obligations.
2. The Supplier will prepare one invoice per order; one invoice may contain a maximum of one order or reference number.
3. The Client shall pay within 30 days after receipt of a correct invoice and approval of all agreed goods and/or services delivered, unless a different payment condition has explicitly been agreed. If there is a penalty pursuant to Article 6(4), the Client shall be entitled to set off this penalty against the invoice amount. The Client reserves the right to pay an invoice in full or in part in advance.
4. The Client has the right to suspend his payment obligations if:
 - the invoices do not bear the reference number;
 - the invoices have not been prepared in accordance with the orders or order confirmations and/or have not been itemised per position showing the position number(s); and/or
 - the Client observes a defect in the goods and/or services.
5. The Client shall be entitled to set off his exigible claims against his due and payable debts to the Supplier.
6. Payment of invoices by the Client shall in no way imply waiver of any right to complain about the execution of the order.

Houtgroep Van Drimmelen B.V.

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7. The Client shall only be bound by an order placed by him if it has been placed by the Client in writing and has been confirmed by a person authorised to do so, stating his name.
8. If, before or during the performance of an Agreement, the Client receives clear indications of any failure in the fulfilment of the Supplier's obligations, the Client shall be entitled to demand adequate security from the Supplier for the correct fulfilment of the Agreement, failing which the Client shall be entitled to dissolve the Agreement in accordance with the provisions of Article 14.

Article 4: Inspection

1. The goods and services delivered by the Supplier to the Client shall at all times comply with the specifications agreed with the Client and the applicable national and international laws and regulations.
2. The Client shall at all times be entitled, but never obliged, to inspect goods (or have them inspected) both during production, processing and storage and after delivery. The Supplier cannot derive any rights from the results of a prior inspection.
3. At first request, the Supplier shall grant the Client or his representative access to the place of production, processing or storage. The Supplier shall cooperate with the inspection free of charge.
4. If an inspection as referred to in this Article cannot take place at the intended time through the fault of the Supplier, or if an inspection has to be repeated, the ensuing costs for the Client shall be for the Supplier's account.
5. In case of rejection of the delivered goods and/or services, the Supplier shall take care of repair or replacement of the delivered goods within five working days. If the Supplier fails to meet this obligation within the period set in this Article, the Client shall be entitled to purchase the required goods and/or services from a third party, or to take measures himself or have them taken by a third party at the expense and risk of the Supplier, or to dissolve or cancel the Agreement. All this shall not prejudice the Client's right to compensation.
6. If the Supplier fails to take back the rejected goods within five working days, the Client shall be entitled to return the goods to the Supplier at the Supplier's expense and risk.

Article 5: Packaging

1. The Supplier shall pack and secure the goods to be delivered carefully, and shall ensure that the delivery is transported or carried out in an appropriate manner and reaches its destination in good condition and is unloaded safely.
2. The Client shall at all times be entitled to return the (transport) packaging materials to the Supplier at the Supplier's expense.
3. Processing respectively destruction of (transport) packaging materials is a responsibility of the Supplier. If packaging materials are processed or destroyed at the Supplier's request, this shall take place at the Supplier's expense and risk.

Article 6: Delivery

1. Delivery shall, unless otherwise agreed in writing, be "Delivery Duty Paid" (carriage paid including duties), in accordance with the version of the ICC Incoterms in force at the time of the order or order confirmation, without prejudice to the provisions of these General Purchasing Conditions, whereby transport at the shipyard or construction site shall be at the Supplier's expense and risk.
2. Unless otherwise agreed in writing, the Supplier shall not be entitled to make partial deliveries or partial performance. The Client reserves the right to return partial deliveries not agreed upon and/or products delivered in excess, at the Supplier's expense and risk without prior notice.
3. The delivery date(s) or term(s) of the Agreement shall be deemed to be punctual and fatal and shall apply to the entire delivery, including any accompanying drawings and other documents. If circumstances arise on the basis of which an exceeding of any agreed delivery date(s) or term(s) can be expected, the Supplier shall notify the Client thereof without delay. The latter shall not affect the agreed consequences of exceeding the delivery date. Delivery of any applicable certificates, attestations, proofs of guarantee, etc. shall form part of the delivery, whereby these



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documents must be in the possession of the Client at the latest within two weeks after delivery of the goods.

4. If the Supplier exceeds any agreed delivery date(s) or term(s), the Client shall be entitled, without prior notice, to impose on the Supplier a penalty equal to 1% of the price of the delivery per calendar week or part of a calendar week exceeded, up to a maximum of 10% of the total sum, which shall be immediately due and payable on the date of imposition. The imposition, collection and/or set-off of this penalty shall not affect the Client's right to performance, damages and/or dissolution.
5. The Client shall be entitled to postpone the delivery of goods already ordered. In that case, the Supplier shall store, preserve, secure and insure the goods properly packed, separated and identifiable.
6. Deliveries must be announced to the Client at least two days before they are offered to the Client. The Client reserves the right to refuse any unannounced deliveries. The Supplier undertakes to re-offer the delivery free of charge at least on the day after the first offering.

Article 7: Transfer of risk and ownership

1. Transport and unloading of the goods shall be at the Supplier's risk until they have arrived at the agreed place and have been unloaded and accepted by the Client in writing by a person authorised to do so, stating his name.
2. Ownership of the goods shall pass to the Client at the time of delivery. Ownership of goods to be manufactured shall be deemed to have already passed to the Client as soon as the Supplier has processed them, obtained them from third parties or has manufactured them; he shall keep and individualise these goods for the Client, and shall mark them as being the Client's property. Such transfer of ownership does not imply approval of the work performed.
3. If the Client makes goods available to the Supplier or is deemed to have made goods available to the Supplier for the purpose of delivery, these goods shall remain the Client's property and the Supplier shall be obliged to keep such goods clearly marked as the Client's property.
4. Goods created by association, mixing or otherwise, shall become the property of the Client at the time of their creation. The Supplier shall be deemed to have formed the goods for the Client and shall hold these new goods as the Client's property and provide the Client with a declaration of ownership upon request.

Article 8: Warranty

1. The Supplier guarantees that the goods and any installation/assembly/processing thereof are sound and not defective, as well as conform to what has been agreed.
2. The Supplier guarantees that the goods are complete and ready for use. He shall ensure that, among other things, all parts, auxiliary materials, accessories, tools, spare parts, user instructions and instruction manuals, which are necessary for the realisation of the purpose specified by the Client in writing, are supplied, even if they have not been mentioned by name.
3. The Supplier guarantees that the delivered goods comply with all relevant legal provisions concerning, inter alia, quality, environment, safety and health.
4. If the Client observes that the delivered goods do not wholly or only partly comply with what the Supplier has guaranteed in accordance with the above in this Article, the Supplier shall immediately be in default, without any further notice of default being required, unless the latter proves that the shortcoming cannot be attributed to him.
5. If the Agreement refers to technical, safety, quality or other regulations and documents that have not been attached to the Agreement, the Supplier shall be deemed to know them, unless he immediately informs the Client in writing of the contrary.
6. The Supplier must ensure, at his own expense, the timely acquisition of the permissions, permits and/or licences required for the performance of the Agreement and compliance with the terms and conditions set out therein.

Article 9: Liability

1. The Supplier shall be fully liable for all damages and costs on the part of the Client arising as a result of the Supplier's failure to properly fulfil his obligations under the Agreement with the



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Client. This includes in any case - but not exclusively - the Supplier's liability for the delivery of defective goods.

2. The Supplier shall indemnify the Client against any third-party claims for compensation for damage as a result of any shortcomings in the delivered products, including safety defects within the meaning of the product liability legislation, respectively as a result of any acts or omissions of the Supplier, his employees, or third parties engaged by the Supplier.

Article 10: Industrial and intellectual property rights

1. The Supplier guarantees that the delivery shall not infringe any patent rights or other industrial and intellectual property rights of third parties. The Supplier shall indemnify the Client against any claims by third parties in this respect.
2. The Client shall be entitled to all industrial and intellectual property rights arising or resulting from the performance of the Agreement by the Supplier, his employees or any third parties engaged by the Supplier in the performance of the Agreement. On the Client's first demand, the Supplier shall be obliged to do everything necessary to acquire and secure those rights.
3. The Supplier shall be entitled to use the information provided by the Client, but only in connection with the Agreement. This information shall be and remain the property of the Client.
4. If it should be established in or out of court that the use and/or marketing of the products or any part thereof constitutes an infringement of any intellectual property right of third parties, the Supplier shall indemnify and hold the Client and his customers fully harmless against all claims of third parties on account of any (alleged) infringement of intellectual property rights, and shall reimburse the related damages and costs, including legal costs.

Article 11: Insurance

1. The Client shall be entitled to require the Supplier to take out insurance to cover the risks related to the Agreement. At the Client's first request, the Supplier shall provide the Client insight into the policy to that effect and its terms and conditions.

Article 12: Transfer of rights and obligations

1. The Supplier shall not transfer his rights and obligations arising for him under the Agreement to any third parties, in whole or in part, without the prior written consent of the Client. Such consent may be subject to conditions.
2. If the Client grants permission to the Supplier to transfer (part of) the rights and obligations under the Agreement to a third party, the Supplier shall indemnify the Client against all claims of third parties that may arise from that.

Article 13: Confidentiality and prohibition of disclosure

1. During and after termination of the Agreement, the Supplier shall keep confidential the existence, nature and content of the Agreement, as well as any other business information of the Client that the Supplier should reasonably realise is confidential, and shall not disclose anything related thereto without the Client's written consent.
2. Upon violation of the provisions of the preceding paragraph, the Client shall impose an immediately due and payable penalty on the Supplier of € 15,000 for each violation. The amount of the penalty shall be paid immediately by the Supplier to the Client after the aforementioned determination and notification thereof by the Client.
3. The imposition, collection or set-off of the aforementioned penalty shall not prejudice the Client's right to performance, damages and/or dissolution.

Article 14: Dissolution

1. The Supplier shall be immediately in default and the Client shall be entitled to unilaterally dissolve the Agreement in whole or in part, without any notice of default and/or judicial intervention being required, by means of a registered letter or bailiff's writ, if:



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- the Supplier fails to fulfil his obligations under the Agreement or any other agreements arising therefrom;
 - the Supplier exceeds the agreed delivery date, even in the event of a non-attributable failure in the performance;
 - the Supplier has been declared bankrupt, or has filed for suspension of payments;
 - the Supplier's business is shut down, licences are revoked, attachment is levied on (any part of the) company property or goods intended for the performance of the Agreement;
 - the Supplier liquidates, transfers his business or any similar other situation;
 - any benefit is offered or provided by the Supplier or any of his servants or agents to any person who is part of the Client's business or to any of his servants or agents; and/or
 - the Supplier offers products of an illegal origin, or if the regulations of the CITES Convention are not complied with.
2. If the Client dissolves the Agreement in whole or in part in one of the aforementioned situations, the Client shall not be obliged to compensate any damage suffered or to be suffered by the Supplier or any third party.

Article 15: Order, safety and environment

1. The Supplier and his employees, as well as third parties engaged by the Supplier, are obliged to observe all relevant legal safety, health and environmental regulations, in particular the CITES Convention and the 2010 EU Regulation laying down the obligations of operators who place timber and timber products on the market (EUTR/EU Timber Regulation).
2. Any applicable company safety, health and environmental rules and regulations of the Client must also be complied with. A copy of those rules and regulations shall be made available to the Supplier free of charge upon request.

Article 16: Applicable law and competent court

1. Any Agreement between the Parties of which these General Purchasing Conditions form part, shall be governed by Dutch law. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG/The Vienna Sales Convention) is expressly excluded.
2. Any disputes between the Parties shall be adjudicated by the competent court in the court district in which the Client is based.