

GENERAL CONDITIONS OF PURCHASE OF ACCSYS TECHNOLOGIES

1. General

- 1.1 These conditions apply to all applications, offers, order confirmations and agreements concerning the supply of goods and/or performance of services to us.
- 1.2 In these conditions a "supplier" is to be indicated as all natural persons or legal entities, who, while acting as a (future) supplier of goods or provider of services or otherwise, starts negotiations with us and/or agree with us upon one of more contract(s) involving the delivery of goods and/or provision of services, even if several natural persons or legal entities act jointly. The term "supplier" includes its successors, assigns and authorised representative(s).
- 1.3 Deviations from these conditions are only binding to us if, and to the extent that, this is confirmed in writing by us.
- 1.4 If a provision embodied in any agreement appears to be legally invalid, we have the right to replace this provision, considering the nature and contents of the agreement, the way consensus is reached, the mutually known interests of both parties as well as all other relevant circumstances, by a provision which is not unreasonably onerous to the supplier and approximates the meaning of the legally invalid provision as closely as possible. The remaining provisions of these conditions continue to apply unimpaired.
- 1.5 In case of any conflicts between translations of the text of these conditions, the English text shall prevail.
- 1.6 In case of any conflict between the provisions of an agreement between us and the supplier and the text of these conditions, the provisions of the agreement shall prevail.
- 1.7 In case of the provision of services, the supplier is always contracted on a commission basis and never on the basis of an employment contract.

2. Agreement

- 2.1 All our requests and applications for a quotation, in whichever form presented, are without any obligation. An agreement becomes only effective if, and to the extent that, authorised persons within our organisation sign a purchase order, which is delivered to the supplier and accepted either expressly by confirmation in writing from the supplier or impliedly by the supplier fulfilling the purchase order and delivering the goods and/or providing the services.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the agreement and the supplier waives any right which it otherwise might have to rely on such terms and conditions.

- 2.3 The applicability of general terms and conditions used by the supplier is explicitly excluded. By accepting an order to supply goods and/or provide services, the supplier waives its right to invoke the provisions of its general conditions, as a result of which our general conditions are applicable to all agreements entered into by us.
- 2.4 Agreements on the basis of a general or framework contract become only effective if, and to the extent that an authorized person within our organization sends a written order to the supplier, subject to the terms of the general or framework contract.
- 2.5 Possible additional arrangements or adjustments, as well as (oral) arrangements and/or promises made by our personnel, or made on behalf of us by our salesmen, agents, representatives or other middle men, are only binding to us if, and to the extent that, these arrangements, adjustments and/or promises are confirmed in writing by the authorized person within our organisation.
- 2.6 We shall at any time be entitled to terminate the negotiations with the supplier and withdraw any offers and quotations that have been made before an agreement has been entered into in accordance with these conditions, without being held to compensate any costs or damages.
- 2.7 Any drawings, models, specifications, instructions and the like provided or approved by us to be used for the implementation of the agreement, will be an inextricable part of the agreement.
- 2.8 If an agreement has come into effect according to the provisions of this section, the supplier is not entitled to cancel this agreement unilaterally, unless agreed otherwise in writing.

3. Prices and payment

- 3.1 Unless agreed otherwise in writing, the agreed prices are in Euros and are fixed for delivery of goods / provision of services free of charge at the agreed location, including all duties and costs and exclusive of VAT.
- 3.2 Prices for wood purchases are per cubic metre. Length, width and thickness is in metric measurements.
- 3.3 The supplier is not entitled to change the agreed price without our prior written consent.
- 3.4 Unless agreed otherwise in writing, invoices shall be submitted prior to delivery of the goods/ performance of the services by the supplier.
- 3.5 Unless agreed otherwise in writing, we shall pay the agreed price within 60 days End Of Month of the date of receipt of the invoice, stating the correct invoicing address, the purchase order

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number, supplier's VAT number and full banking details (including account number, IBAN, sort code and SWIFT code) and the net amount due.

- 3.6 Fluctuations in exchange rates shall be for the risk and account of the supplier.
- 3.7 We are entitled to withhold any disputed amount. Payments are no indication of our approval of the goods delivered / services performed.
- 3.8 Supplier does not have the right to suspend or set-off its claims against our claims.
- 3.9 If we agree on payment (in part) before completion of the delivery of the goods/ performance of the services, we are entitled to demand – and supplier is obliged – to provide any reasonable security, including (but not limited to) a bank guarantee to secure the fulfilment of its obligations to us.

4. Delivery and Documentation

- 4.1 Delivery of goods and/or services shall be in accordance with the Incoterms 2010 at the time and at the agreed location of delivery within our normal business hours. If no location is agreed, delivery shall be carried out at the location as specified by us.
- 4.2 Time shall be of the essence in this respect, so the supplier shall be in default by the single fact that the delivery period is exceeded and we are entitled to cancel, without any notice, in writing, the whole or part of the agreement.
- 4.3 In the case we are reasonably not able to accept delivery of the goods and/or service we are entitled to request to postpone delivery of the goods and/or service. The goods will then be stored, secured and insured, and properly packed and identified as intended for us, for the account of the supplier, until delivery can take place.
- 4.4 Without prejudice to paragraph 4.2, the supplier will notify us immediately in writing, as soon as the supplier knows or ought to know that delivery cannot take place, not timely or not properly, mentioning the circumstances causing such non-compliance.
- 4.5 Save for as provided in paragraph 4.6 below and unless agreed otherwise in writing, no variations in quality of the products/services to be delivered, nor partial deliveries will be accepted by us.
- 4.6 Unless otherwise specifically agreed on our order confirmation, where the goods to be delivered are wood products, we shall accept weights or quantities varying up to and until 10% from the contract weight or quantity and shall pay pro-rata for the actual weight or quantity delivered.
- 4.7 Each dispatch must, if applicable, be provided with a packing list and consignment note mentioning at

the minimum the order number, article number and/or description and the quantity.

- 4.8 Unless otherwise agreed in writing, the supplier shall prior to delivery provide us with the following documentation:
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| Bills of Lading: | 2 originals + 1 copy |
| Commercial invoice : | 2 originals + 1 copy |
| Phytosanitary Certificate: | 1 original + 1 copy (with 'KILN DRIED' stated) |
| Certificate of origin: | 1 original + 1 copy (or EUR 1 document) |
| Bundle specification list: | 1 original + 1 copy |
| CNTR pack sheet: | 1 original + 1 copy |
| Insurance certificate: | 1 original + 1 copy of the Marine Insurance Certificate for 110% of invoice value |

5. Warranty

- 5.1 Supplier warrants, and it is a condition of the agreement between the supplier and us, that,
- the goods and services shall comply with any specification or sample agreed or supplied and any requirements made by us;
 - the goods and services are of satisfactory quality, safe and fit for their purpose; free of design, assembly and manufacture defects and defective materials; free of any damage; and the services shall be performed with due care and skill and in a professional manner to our satisfaction;
 - the goods and services shall comply with all terms and industry standards applicable to (the nature of) the goods and services, including but not limited to provisions regarding environment, health and safety at the date of delivery;
 - where goods are wood, the wood shall be seasoned so as to withstand shipping to us and storage by us without losing quality in any physical or visual way;
 - the goods shall be carefully protected during storage and transport so that the goods do not take up any additional moisture;
 - the goods shall be properly packed and secured in such a way that they will reach the place of destination in good condition;
 - the goods and services shall be ready for use, so delivery includes all necessary accessories, tools, directions for use and instructions manuals;
 - all information, in whichever form provided to us is correct and complete.
- 5.2 Without prejudice to paragraph 5.1 and any other rights of us, supplier warrants that the goods and services shall continue to comply with paragraph 5.1 sub a and b until 24 (twenty four) months from the date of complete delivery or 24 (twenty four) months after they are put into use (whichever is the later).
- 5.3 If the goods and/or services do not comply with paragraphs 5.1 and 5.2, the supplier shall remedy the defect or replace the goods within 5 (five) days at its cost or such other reasonable period of time as agreed with us.

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- 5.4 If rectification of the goods is within reason not possible, at our discretion, taking into account all relevant circumstances, we are entitled to demand replacement of the related goods instead of rectification.
- 5.5 We are entitled at any time to reject goods and/or services, which do not comply with paragraphs 5.1 and/of 5.2 or which are, in any way, damaged. We shall not be deemed to have accepted the goods and/or services on receipt.

6. Inspection

- 6.1 We shall be entitled, but never be obliged, at all times to inspect or cause to inspect, check and/or test any goods or services both during production, processing, storage and after delivery.
- 6.2 At our first request, the supplier shall allow us or our representatives access to the production, processing and/or storage locations of the supplier. The supplier shall cooperate with the inspection free of charge.
- 6.3 Should we have good grounds, after inspection, testing and/or checking to fear that the supplier will fail to fulfil its obligations, the supplier shall be obliged, even if it confirms willingness to fulfil its obligations, immediately to provide adequate security in the form required by us and, if need be, to supplement such security in respect of any damage that may be sustained by us.

7. Cancellation

- 7.1 Without prejudice to our other rights, we are entitled to cancel the agreement with the supplier in writing, in whole or in part, immediately in case of (a) breach of section 4 and/or 5; (b) another breach of these terms and conditions or the agreement by the supplier if it is not remedied (when such a breach is remediable) within 14 (fourteen) days of us sending notice to the supplier; (c) bankruptcy, moratorium, receivership or liquidation of the supplier or any kind of arrangement between the supplier and its creditors ;(d) change of control, ownership and/or management of supplier.
- 7.2 All sums paid by us in relation to (part of) the agreement cancelled shall be repaid to us within 7 (seven) days after cancellation by us.

8. Liability and indemnification

- 8.1 Without prejudice to our other rights supplier shall be liable and indemnify us for any and all damages and losses we will suffer due to negligence or a breach by the supplier of any of its obligations arising from the agreement or these terms and conditions.
- 8.2 Supplier shall also be liable for any and all damages suffered by us, our employees or third parties as a result of supplier's actions or failing to act, or of his staff or those involved by the

supplier in the execution of the agreement or these terms and conditions.

- 8.3 Supplier shall indemnify us and hold us harmless from and against any financial consequences of claims made by third parties against us, that relate in any way to the performance of supplier's obligations arising from the agreement or these terms and conditions. This includes, but is not limited to, claims of Tax or Social Security Authorities. The supplier will reach a settlement with such third parties at our first request, or will defend itself in court of law against the above at our discretion.
- 8.4 Supplier is bound to adequately insure itself and maintain such insurance against the liability on account of this article, and will, if so desired, give us access to the respective policy.
- 8.5 Save for wilful intent, we nor our employee shall be liable for any damages or losses of whatever nature suffered by the supplier, its employees or any third party involved by the supplier in the execution of the agreement. Our liability at all times will be limited to the total amount invoiced by the supplier to us at the time of the damage causing event.

9. (Intellectual) property rights

- 9.1 All rights, including intellectual property rights, in any materials or information prepared or supplied by us to the supplier remain with us.
- 9.2 All intellectual property rights (to be claimed) in materials, goods and services prepared or developed by the supplier in connection with our agreement shall vest in us. The supplier shall disclose to us all information and provide us with all documents reasonably required to exercise these rights.
- 9.3 The supplier shall execute all documents and perform such acts which may be reasonable necessary to obtain and maintain the intellectual rights. If a deed is required, these terms and conditions, if and in so far as possible, will be regarded as such deed.
- 9.4 In respect of intellectual property rights vested in third parties, the supplier shall obtain from such third parties, at its own costs, any provisions, waiver or license as may be necessary for our use and execution of these rights.

10. Confidentiality

- 10.1 Supplier shall keep the existence, nature and contents of the agreement with us, all work and service carried out hereunder, all information the supplier has become acquainted with during or because of the agreement, including any other business information related to our company, entirely confidential and shall not disclose anything in respect thereof without our prior written approval.

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- 10.2 Supplier is obliged to impose the same obligations on all employees and third parties who necessarily become acquainted with this information in connection with the execution of the agreement by the supplier and shall guarantee that his employees and third parties fulfil these obligations.
- 10.3 Supplier is not allowed to reproduce any documents, drawings, diagrams, instructions and (business) information related to the agreement, without our prior written approval.
- 10.4 Unless agreed otherwise, within 5 (five) days after complete delivery of the goods and/or services or termination of the agreement (whichever is the sooner), supplier will put all information, documents at our disposal.
- 10.5 If the supplier, as well as any other entity or person which is mentioned in paragraph 10.2, fails to perform the obligations resulting from or violate a prohibition under this section, the supplier will automatically forfeit a penalty of € 100.000,- (one hundred thousand Euros) to us, without any notice or other formality and without prejudice to our rights to indemnification of damages resulting from this breach and suffered by us.

11. Applicable law

- 11.1 Dutch law is applicable to our legal relationship with the supplier, with the exclusion of the Convention on International Sale of Goods 1980.
- 11.2 Concerning the interpretation of international commercial terms, the "Incoterms 2010" as compiled by the International Chamber of Commerce in Paris (I.C.C.), are applicable.

12. Jurisdiction

- 12.1 All disputes, arising from the legal relationship between us and the supplier, are to be submitted to the Dutch Court which has jurisdiction. If in first instance the District Court has jurisdiction, a dispute has to be submitted to the District Court in Arnhem.
- 12.2 The contents of paragraph 12.1. leaves unaffected our right to either submit the dispute to the court which has jurisdiction according to the ordinary rules of jurisdiction or to submit the dispute to arbitration proceedings in accordance with the provisions of paragraph 12.3. The supplier agrees to these rights.
- 12.3 In case we will submit a dispute to arbitration proceedings the dispute shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators, to be decided by us and appointed in accordance with these Rules. The place of arbitration will be Arnhem, the Netherlands. The language of arbitration will be either English or Dutch at our option.

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