

**Frank Pouwer Historische Bouwmaterialen B.V.**  
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**Chamber of Commerce number: 80159907**  
**VAT: NL861571794B01**

## **GENERAL TERMS AND CONDITIONS**

### **Article 1: Applicability**

1. These general terms and conditions apply to all offers and quotes made by Frank Pouwer Historische Bouwmaterialen B.V., and to all agreements effected by FrankPouwer Historische Bouwmaterialen B.V. and the Buyer.
2. These general terms and conditions prevail over the general terms and conditions of the Buyer. Exceptions to this rule must be confirmed in writing between both parties.

### **Article 2: Quotes and prices**

1. Any quotation from Frank Pouwer Historische Bouwmaterialen B.V. is based on the availability of the materials in stock, that will remain available for sale. This means that no rights can be derived from quotes, and they are by definition non-binding.
2. All prices are exclusive of VAT, unless stated otherwise.
3. Quotations are generally valid for thirty days (see also paragraph 2.1).
4. Quotes concerning wood are calculated on the basis of the gross content (width x height x length), including any sawing loss. Any transport costs or other processing costs will be excluded from quotations, unless stated otherwise.

### **Article 3. Payment and delivery**

1. Delivery obligation is only valid by written consent from Frank Pouwer Historische Bouwmaterialen B.V. and at the prices and conditions of the day of assignment.
2. The Buyer is obliged to make a downpayment of 50% at the time of purchase to Frank Pouwer Historische Bouwmaterialen B.V.
3. The Buyer is required to pay the full amount before delivery across borders. No delivery will be made if the full amount has not been paid.
4. Unloading is always excluded from transportation, unless explicitly agreed otherwise. Transport is subject to availability. When transportation including unloading has been agreed upon, the unloading will take place next to the vehicle. Frank Pouwer Historische Bouwmaterialen B.V. claims the right to unload only at a location deemed suitable by the driver.

#### **Article 4. Storage**

1. The Buyer is obliged to collect the purchased materials within two months. After these two months, extra costs will be charged at current market rate for storage and shipment.
2. Storage at the yard or warehouse of Frank Pouwer Historische Bouwmaterialen B.V. is at the risk of the Buyer.

#### **Article 5: Retention of title and complaints**

1. The materials remain the property of Frank Pouwer Historische Bouwmaterialen B.V. as long as the Buyer has not fully paid the amount due. In this context, "paid" means that the money has been transferred either in cash, or via pin payment or has been fully deposited on the account of Frank Pouwer Historische Bouwmaterialen B.V.
2. The Buyer is required to check the materials (in terms of number, condition, etc.) at the time of delivery. If the Buyer wishes to file a complaint (only in case of an incorrect delivery), then the Buyer is obliged to make this known at the time of delivery by noting the reason of the complaint on the receipt.
3. Any claim that has not been made known as described in 5.2 will not be taken into consideration.
4. Given the nature of the material, the Buyer is not entitled to file a complaint concerning minor color and quality differences.
5. In general, Frank Pouwer Historische Bouwmaterialen B.V. does not accept cancellation requests. In very exceptional cases, the agreement can be cancelled, if the Buyer will reimburse Frank Pouwer Historische Bouwmaterialen B.V. with 25% of the purchase price with a minimum of €250 due to the costs incurred.

#### **Article 6: Liability**

1. All materials from Frank Pouwer Historische Bouwmaterialen B.V. are supplied in the condition as they existed at the time of conclusion of the agreement. The Buyer is free to inspect the condition and quality of the materials before entering into the agreement.  
Given the historical nature of the materials and the nature of the company (trading company), Frank Pouwer Historische Bouwmaterialen B.V. is unable to guarantee the condition and/or future condition of the materials. This means that no guarantee is given on the materials supplied.

Frank Pouwer Historische Bouwmaterialen B.V. is not liable for deviations in size, structure, pattern, color, deviations in physical properties caused by previous processing, possible toxic contaminants, egress of sediment, vermin, or exposure to radiation of the delivered products.

When the Buyer signs an agreement with Frank Pouwer Historische Bouwmaterialen B.V., it thus accepts the materials as being inspected by the Buyer: including all known and unknown/ non-detectable defects.

2. Regarding the historical nature of the materials, Frank Pouwer Historische Bouwmaterialen B.V. is unable to guarantee the origin, the age and the type of wood of the unprocessed materials.
3. Frank Pouwer Historische Bouwmaterialen B.V. is not responsible for any damage of the materials or other objects as a result of treatment or processing of the materials. Any treatment or processing of the materials is done at the Buyer's own risk.

4. If Frank Pouwer Historische Bouwmaterialen B.V. agrees upon processing the purchased goods in name of the Buyer, for example in the case of the creation of a table, sofa or any other piece of furniture, Frank Pouwer Historische Bouwmaterialen B.V. always free to choose the “best working method” for construction.

#### **Article 7: Force majeure**

Frank Pouwer Historische Bouwmaterialen B.V. is entitled to invoke force majeure in all situations if the supply of materials or compliance with the agreement is made impossible in all reasonable ways, or seriously impeded through no fault or intention on the part of Frank Pouwer Historische Bouwmaterialen B.V.

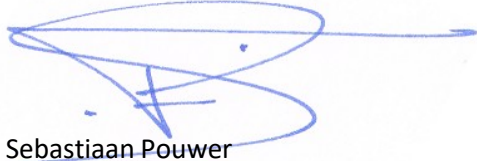
Examples of such situations are: exceptional weather conditions, far-reaching government measures, fire, flooding, import or export restrictions or other extreme circumstances. If a situation of force majeure arises, Frank Pouwer Historische Bouwmaterialen B.V. is free to postpone delivery or cancel the agreement.

#### **Article 8: Applicable law and competent court**

Dutch law applies to all agreements between Frank Pouwer Historische Bouwmaterialen B.V. and the Buyer(s). Disputes will be settled exclusively by the competent court in Arnhem, unless mandatory law provides otherwise.

Rights can only be derived on the basis of the Dutch version of our general terms and conditions.

Zetten, 23 september 2015.



Frank Sebastiaan Pouwer