

**Frank Pouwer Handel en Exploitatie**  
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**Chamber of Commerce number: 09170967**  
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## **GENERAL TERMS AND CONDITIONS**

### **Article 1: Applicability**

1. These general terms and conditions apply to any offer made by Frank Pouwer Handel en Exploitatie (also known as Frank Pouwer Historische Bouwmaterialen) and to any agreement effected between Frank Pouwer Handel en Exploitatie and another party.
2. These general terms and conditions prevail over the general terms and conditions of the other party. Exclusions to this rule are to be confirmed between both parties in writing.

### **Article 2: Offers and prices**

1. Any offer from Frank Pouwer Handel en Exploitatie is made on the basis of availability of the materials from stock, i.e. subject to sale in the meantime. This implies that no rights can be derived from offers and that these are by definition free of obligation.
2. All prices are exclusive of VAT, unless stated otherwise.
3. Offers concerning materials in stock are (also see article 2.1), as a rule, valid for thirty days.
4. Offers concerning wood are calculated on the basis of gross content (crosscut side measurements x length), inclusive of any saw kerf/ loss due to sawing.

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

1. An obligation to deliver only arises by written order confirmation from Frank Pouwer Handel en Exploitatie and at the prices and conditions of the day of the order.
2. The other party is obliged to make a down payment of 50% at the time of the conclusion of the agreement between Frank Pouwer Handel en Exploitatie and the other party.
3. The other party is required to pay the full amount before delivery, or on delivery. Delivery will not be made if the full amount has not (yet) been paid.
4. Transport is always exclusive of unloading, unless explicitly agreed otherwise. Transport takes place on the basis of availability. When transport including unloading has been agreed, unloading will take place next to the vehicle. Frank Pouwer Handel en Exploitatie reserves the right at all times to unload only at a location deemed suitable by the driver.

### **Article 4. Storage**

1. The other party is obliged to take delivery of the materials purchased within two months. After these two months, a rate for storage and re-shipment in line with market conditions will be applicable.
2. Storage on the premises of Frank Pouwer Handel en Exploitatie is at the risk of the other party.

### **Article 6: Retention of title and complaints**

1. The materials supplied remain the property of Frank Pouwer Handel en Exploitatie when the other party has not (yet) paid the full amount due. Paid, in this case, means that the money has been paid in cash, or has been

transferred via a pin device or has already been deposited into the account of Frank Pouwer Handel en Exploitatie.

2. The other party is required to check the materials (in terms of number, condition, etc.) at the time of delivery. If the other party wishes to make a complaint about materials (only in the event of a deviating delivery), the other party needs to make this known at the time of delivery, by making a note of the complaint and the reason of the complaint on the receipt.

3. Any complaint that has not been made known as described in 6.2 will not be taken into consideration.

4. In view of the nature of the materials, the other party is not entitled to make a complaint if the material is subject to minor colour and quality differences.

5. As a rule, Frank Pouwer Handel en Exploitatie does not accept cancellation requests. In very exceptional cases, the agreement can be cancelled, in which case the other party will reimburse Frank Pouwer Handel en Exploitatie 25% of the amount of the purchase with a minimum of €250 due to the costs incurred.

#### **Article 7: Liability**

1. All materials of Frank Pouwer Handel en Exploitatie are supplied in the condition in which they existed at the time of the conclusion of the agreement. The other party is free to inspect the condition and quality of the materials before entering into the agreement. In view of the historical nature of the materials, Frank Pouwer Handel en Exploitatie 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 is not liable for any deviations in size, structure, pattern, colour, deviations in physical properties caused by earlier processing, possible toxic contaminations, the occurrence of sediment, vermin, or exposure to radiation of the products supplied. When the other party signs an agreement with Frank Pouwer Handel en Exploitatie, it herewith accepts the materials as being inspected by the other party: including all known and non-detectable defects.

2. In view of the historical nature of the materials, Frank Pouwer Handel en Exploitatie is unable to guarantee the origin or the type of wood of unprocessed materials.

3. Frank Pouwer Handel en Exploitatie is not responsible for any damage to the materials or other objects as a result of treatment or processing of the materials. Any treatment or processing of the material is done at the other party's own risk.

#### **Article 8: Force majeure**

Frank Pouwer Handel en Exploitatie is entitled to invoke force majeure in all situations in which 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 Handel en Exploitatie. 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 Handel en Exploitatie is free to postpone delivery or cancel the agreement.

#### **Article 9: Applicable law and competent court**

Dutch law applies to all agreements between Frank Pouwer Handel en Exploitatie and the parties. Disputes will be exclusively settled by the competent court in Arnhem, unless mandatory law provides otherwise.

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

Zetten, 23 september 2015.



Frank Sebastiaan Pouwer