

# General Terms and Conditions

## GreenBlocks

Version September 2021

### **1. General**

- 1.1 These general terms and conditions of sale and delivery shall apply to all offers, quotations, deliveries and contracts made by or on behalf of GreenBlocks Productie BV (GreenBlocks), in which GreenBlocks undertakes to deliver product to buyer.
- 1.2 The applicability of general conditions of the buyer or any other general conditions is expressly rejected.
- 1.3 Departures from these general terms and conditions will only be valid if expressly agreed to in writing by GreenBlocks.
- 1.4 In the event of a conflict between these terms and conditions and the specific provisions of the Agreement, the provisions of the agreement shall prevail, unless otherwise agreed.
- 1.5 GreenBlocks is entitled to amend these Terms and Conditions at any time. The buyer will be deemed to have accepted the amended Terms and Conditions of Purchase if he has not filed a written protest against them within 14 days of the date of written notification of the amendments by GreenBlocks.
- 1.6 Insofar as these general terms and conditions are also drawn up in a language other than English, in the event of any conflict the English text shall always prevail.
- 1.7 The term 'in writing' shall have the following meaning: by letter or by e-mail.

### **2. Prices**

- 2.1 Unless otherwise agreed in writing prices shall be stated in euro, exclusive of VAT and other taxes and duties and are based on 'ex works', agreed place (EXW, Incoterms version in force at the moment of conclusion of the agreement). The prices do not include any packaging costs and accessory charges.
- 2.2 Any price cited by or on behalf of GreenBlocks shall be based on the existing monetary conditions, labour costs, procurement prices, duties, transportation costs, insurance costs, wages, taxes and other levies, subsidies and the like prevailing at the time the agreement concerned is concluded. In the event that one or more of these cost price components increase after conclusion of the agreement but before the relevant products have been delivered, GreenBlocks shall be entitled to pass on any reasonable price increase to the buyer.

### **3. Delivery**

- 3.1 Unless otherwise agreed in writing, delivery will take place 'delivered at place', agreed place of destination.

- 3.2 Delivery times shall be determined per transaction. The delivery time shall commence at such time as the relevant agreement is concluded. GreenBlocks is in possession of all documents, instructions and details to be provided by the buyer and, if agreed, GreenBlocks has also received any prepayment.
- 3.3 Unless otherwise agreed, a specified delivery time shall under no circumstances be deemed to constitute a fatal date. GreenBlocks shall not be in default in respect of such delivery time until the buyer notifies it in writing that it is in default, in doing so stipulates a reasonable period of time within which GreenBlocks has the opportunity to effect delivery, and the latter still fails to do so.
- 3.4 The buyer is only allowed to postpone any agreed delivery up to a maximum of four weeks before the agreed delivery date.
- 3.5 If the time for delivery is exceeded, GreenBlocks shall inform the buyer timely. If the time for delivery is exceeded, the buyer shall not be entitled to cancel or terminate the agreement, unless the time for delivery is exceeded with more than 12 weeks. The buyer will never be entitled to any compensation in case of late delivery.
- 3.6 GreenBlocks is entitled to effect a delivery in parts. Each partial delivery shall be deemed to represent a separate agreement. GreenBlocks shall be entitled to demand payment for each partial delivery before proceeding with any other.

#### **4. Obligation to take delivery**

- 4.1 The buyer has an obligation to take possession of a delivery.
- 4.2 If the buyer has not taken possession of a delivery within the agreed delivery term or if the buyer, in case no term has been set, has not taken possession of the purchased products within three months of the date of conclusion of the agreement, GreenBlocks has the right to cancel the orders that have not been collected (as well as any other current orders or parts thereof, unless it is unreasonable for GreenBlocks to do so) without further notice or to dissolve the agreement without being liable for the restitution of any damages, without prejudice to the right of GreenBlocks to claim restitution from the buyer.
- 4.3 GreenBlocks can store products that were not taken into possession by the buyer at its own premises or at the premises of a third party for the account and risk of the buyer.
- 4.4 The buyer remains, even if it does not fulfil its obligation to take delivery, fully liable for payment of the specified price to GreenBlocks within the applicable payment period.

#### **5. Payment**

- 5.1 Payment must be made within 14 days from the date of invoice. Payment must be made into an account which is designated by GreenBlocks for this purpose, without any discount, settlement, suspension or claim of compensation unless otherwise agreed in writing. GreenBlocks shall at all times have the right to demand full or partial payment in advance.
- 5.2 Payment made by the buyer will first be applied to settle all interest and costs payable and subsequently for those invoices that have been outstanding for the longest periods. This will also be the case if the buyer states that the payment relates to a later invoice.
- 5.3 In the event that payment is not effected on time, the buyer shall be deemed to be in default without the need for any notice of default or judicial intervention, and he shall be charged an interest over the amount due of 1,5% per month or part of a month from the moment of default. All costs involved in collecting the amount due, both judicial and extrajudicial, shall be for the account of the buyer. The extrajudicial costs owed will never be less than 15% of the sum to be collected subject to a minimum of € 250,-. If GreenBlocks

can prove that it has incurred higher costs, that were necessary in all fairness, then these, too, shall be eligible for compensation. GreenBlocks retains the right to charge the buyer for any damages incurred by GreenBlocks due to non-compliance with payment obligations.

- 5.4 Furthermore, subject to any other rights GreenBlocks may have pursuant to the law or the agreement, in the absence of timely payment it shall be entitled either to suspend further delivery or to terminate all or part of the relevant agreement without the need for a notice of default or judicial intervention, such at its own discretion and subject to GreenBlocks' right to seek compensation for any harm it has suffered.
- 5.5 At any rate, the entire purchase price shall fall due with immediate effect in the event that the buyer fails to effect timely payment or if he goes bankrupt, is granted a suspension of payments, is placed in the care of a guardian, his possessions are attached, he dies insofar as he is a natural person, or in the event that the buyer's business is liquidated or dissolved.
- 5.6 Upon or after entering into the agreement and before its implementation, GreenBlocks will be entitled to demand a guarantee from the buyer that both the payment obligations and any other obligations arising from this agreement will be fulfilled. Refusal by the buyer to provide the required security gives GreenBlocks the right to suspend its obligations and ultimately, without any notice of default or legal intervention, the right to dissolve the contract wholly or partially, without prejudice to his right to compensation for any damages suffered by him.

## **6. Retention of title**

- 6.1 The products supplied shall remain the property of GreenBlocks until all that is owed for the supply of those products, including any costs, damages and interest, as well as any amount payable due to the buyer's failure to comply with his obligations pursuant to this agreement or any other, is paid in full.
- 6.2 The buyer is obliged to keep and/or render the products subject to retention of title in GreenBlocks' favour identifiable and to keep them separate from each other and from other products held by the buyer.
- 6.3 Until title to the products passes to the buyer, the buyer shall not be entitled to transfer title to them to a third party, to tender them by way of security, to encumber or to pledge them, or to place them at the disposal of a third party in any other way. Nevertheless, the buyer shall be entitled to sell these products in the normal conduct of his business.
- 6.4 The buyer has a duty of care with regard to the products covered by the retention of title and shall be responsible for the preservation of quality. The buyer must insure the products and keep them insured against all of the risks customary in the sector
- 6.5 The buyer shall at all times help GreenBlocks exercise its right of ownership. As long as retention of title applies, the buyer shall have a duty to grant GreenBlocks access to his buildings and premises.
- 6.6 When first so requested by GreenBlocks, the buyer shall be obliged to pledge to GreenBlocks any accounts receivable he acquires in respect of products supplied by GreenBlocks which are subject to retention of title and have been sold to his buyers.

## **7. Complaints**

- 7.1 The buyer is obliged to check the products upon delivery for any visible and/or immediately observable defects and/or damage, bearing in mind the tolerances as set out

in this article. In case of any such defect and/or damage, the buyer must, immediately after the goods have arrived, make a complaint for this to the transporters by making a clear description of the defect and/or damage on the CMR-document and send a detailed report of the complaint in writing to GreenBlocks within 48 hours after delivery of the goods. If the buyer fails to report defects within 48 hours after the delivery, the buyer will be considered to have approved the products supplied and complaints will no longer be considered.

- 7.2 Defects which can only be observed at a later stage, shall be reported to GreenBlocks within 14 calendar days after delivery and immediately after discovery.
- 7.3 As the products are natural materials its naturel biological, chemical and physical properties must therefore be taken into consideration when purchasing and using the product. Potential quality deviations resulting from these characteristics may not be considered as a defect of the product.
- 7.4 Minor deviations and deviations considered acceptable in the trade, or deviations that could not reasonably be avoided in consequence of differences in, for example, wood thickness and expansion and contraction or colour pattern, are permissible and will not be accepted as grounds for a complaint, termination of the agreement or any compensation.
- 7.5 If 10% or less of the delivery deviates in quantity from that which was agreed, this will not be accepted by GreenBlocks as a ground for a complaint.
- 7.6 Complaints can only be accepted if notified in time in accordance with the paragraphs 7.1 and 7.2 above, and supplemented by clear photographic material that shows the defects in a nondebatable way guided with a clear description of the defect and/or damage.
- 7.7 If GreenBlocks has acknowledged the complaint, GreenBlocks shall only be obliged to deliver what is missing, to make adjustments to the products or to replace the delivered products, such at GreenBlocks' own discretion.
- 7.8 Products in which regard a rightful claim has been lodged may only be returned to GreenBlocks with the prior written approval of GreenBlocks. Any returns without the prior written approval of GreenBlocks are not accepted by GreenBlocks. GreenBlocks is entitled to charge any administration costs, freight costs and any other costs for returns. Products bearing a disapproval mark will never be eligible for return.
- 7.9 If a part or all of a delivery of products has been processed or undergone an irrevocable change through the actions of the buyer, complaints will no longer be considered.
- 7.10 The buyer shall provide GreenBlocks with the opportunity to investigate or have investigate the complaint. The buyer shall grant all necessary co-operation with the investigation.
- 7.11 In order to enable the investigation, the buyer shall keep the products and any packaging pertaining to any complaint at GreenBlocks disposal (as a whole and unopened) and shall safeguard the products in an appropriate way (e.g. the quality of the products). In case the buyer does not comply with these obligations, the buyer is still obliged to take off and pay for the products.
- 7.12 Complaints do not postpone the payment obligations of the buyer unless the buyer has the express written permission of GreenBlocks in this respect.
- 7.13 The negotiation of complaints does not constitute the acknowledgement by GreenBlocks of any obligation to remedy defects.
- 7.14 Complaints about the invoice must be notified to GreenBlocks within 7 working days after invoice date.

## **8. Liability**

- 8.1 GreenBlocks' liability is restricted to the fulfilment of the obligations under article 7.
- 8.2 Except in the case of legal liability pursuant to provisions of mandatory law and a deliberate act or omission, or gross negligence on the part of GreenBlocks, any liability of GreenBlocks for any damage is excluded. Liability for any indirect or consequential damage including lost profits or loss ensuing from late delivery, is expressly excluded.
- 8.3 In all cases where GreenBlocks is obliged to pay compensation for damages, the aggregate liability of GreenBlocks to buyer under any theory or ground shall at all times be confined to the net invoice value of the products concerned or to that part of the net invoice value to which a claim for compensation is directly or indirectly related. Total compensation for damages payable by GreenBlocks shall in no event exceed € 10.000, - per event, whereby a series of related events will be considered as a single event.
- 8.4 The buyer shall indemnify GreenBlocks against any claim made by a third party in respect of which GreenBlocks is not liable under these terms and conditions.
- 8.5 All claims against GreenBlocks other than those which have been acknowledged by GreenBlocks shall lapse by the mere expiry of 12 months following the origin of that claim.

## **9. Force majeure**

- 9.1 In the event of Force majeure, GreenBlocks shall be entitled to withdraw its quotations, suspend deliveries or terminate any relevant agreement without judicial intervention, and it shall not be required to provide any compensation.
- 9.2 In addition to what the law considers to be force majeure, force majeure of GreenBlocks should be understood to mean war or comparable situations, mobilisation, riot, siege, sabotage, boycott, epidemics, pandemics, government measures, strike or lock-out, occupation, blockade, production decreases or lack/shortages of raw materials, technical problems with production systems, layoffs, delays in the conclusion of necessary preparatory work by the buyer, illness of GreenBlocks' personnel, failure to perform of suppliers and/or hauliers, government legislation (including foreign governments) such as transport, import, export or production restrictions, natural disasters, bad weather, lightning strikes, fire, explosion, release of dangerous substances or gases, as well as all other unforeseen circumstances that prevent GreenBlocks or its suppliers or sub-contractors or upstream providers from implementing the agreement properly and on time and that are not for the account and risk of GreenBlocks.
- 9.3 In the event that GreenBlocks relies on force majeure, it shall immediately notify the buyer thereof in writing, and also of the cessation thereof.
- 9.4 GreenBlocks also has the right to claim force majeure if the circumstance that hinders (further) fulfilment of the obligations arises after GreenBlocks should have fulfilled its obligations.
- 9.5 Where GreenBlocks has already executed part of an agreement, the buyer shall pay the purchase price for any products that have been delivered.
- 9.6 If GreenBlocks' temporary inability to perform lasts for more than 6 months, it will no longer be entitled to suspend performance. On expiry of this deadline, the buyer may terminate the agreement with immediate effect, but only as regards such part of the obligations that has not yet been performed.

## **10. Suspension and termination**

- 10.1 In the event that the buyer fails to comply with his obligations pursuant to an agreement into which he has entered, or fails to do so properly or on time, if there are grounds to fear that this will occur, or in the event that the buyer applies for a suspension of payments, files for bankruptcy or liquidates his business, GreenBlocks shall be entitled to suspend or terminate the agreement concerned without the need to give notice of default or for judicial intervention, and it shall not have a duty to provide any form of compensation.
- 10.2 Any claim on the part of GreenBlocks pertaining to a part of the agreement which has already been executed, or harm suffered as a result of its suspension or termination, which shall be deemed to include loss of profit, shall fall due with immediate effect.

## **11. Cancellation**

- 11.1 If the buyer wishes to cancel the agreement without GreenBlocks having failed in the performance thereof and if GreenBlocks so agrees, GreenBlocks is entitled to charge the expenses, damages and lost profit and, to GreenBlocks' own choice and depending on all circumstances (e.g. already performed supplies/production and whether it concerns a custom made product or not), 50% - 100% of the contract price.

## **12. Intellectual property rights**

- 12.1 GreenBlocks retains all intellectual property rights related to delivered products, even if the products have been made specifically for the buyer, unless otherwise agreed in writing.

## **13. Governing law and competent forum**

- 13.1 These general terms and conditions and any agreements entered into by GreenBlocks shall be solely governed by and construed in accordance with the law of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG] shall be excluded.
- 13.2 In case of any dispute the competent court in Assen, the Netherlands, will be entitled to deal with the dispute unless GreenBlocks would elect to submit the dispute to the competent court in the place where the buyer has its registered offices.

**These General Terms and Conditions were filed with the Chamber of Commerce, under case number 71088806.**