

I. GENERAL

Article 1: Definitions

1. Customer/Principal: The Counter Party that enters into an Agreement with the Private Limited Company F.B. Houtdistributeur B.V., hereinafter to be named FB Hout, or which is negotiating in such a matter, as well as the Counter Party which requests a tender from FB Hout and which has a tender sent by FB Hout
2. Agreement: The binding Agreement between FB Hout and the Customer/Principal, in whichever form, together with the amendments(s) and additions(s) to it and every (further) order which is placed on the grounds of this Agreement.

Article 2: Application

1. These General Terms and Conditions apply to all Offers and Tenders by FB Hout, as also to all Agreements to be entered into by FB Hout and the ensuing activities, including the supply of goods and services, with the exclusion of the General Terms and Conditions of the Customer/Principal
2. Formation of an Agreement, as defined in Article 4 of these General Terms and Conditions, implies that these General Terms and Conditions have been accepted by the Customer/Principal.
3. Derogations from these General Terms and Conditions must have been expressly agreed upon in writing. Derogations will then apply only for the offers concerned and Agreements to which they apply.
4. Should FB Hout not always demand strict observance of these General Terms and Conditions, this does not imply that these General Terms and Conditions do not apply and/or that FB Hout will lose the right to demand strict observance of these General Terms and Conditions in future cases, whether similar or not .
5. If the Customer/Principal is a real person, not acting in the course of a profession or company, the articles of these General Terms and Conditions or parts of it which are unreasonably onerous for the Customer/Principal because they occur on the List as meant in Section 6:236 of the Dutch Civil Code, or because they are in contravention of stipulations of mandatory rules of Consumer's Law, will not apply. In this case, the other stipulations will continue to apply.
6. The rescission and/or nullity of any stipulation of these General Terms and Conditions does not affect the other stipulations. The conflicting, legally invalid, stipulation will be considered to have been replaced by a stipulation in which the intentions and purpose of the original stipulation are done justice.

Article 3: Offers and Tenders

1. All Offers and Tenders made by FB Hout are always subject to contract, unless it has been expressly stipulated differently in writing, or unless they contain a fixed term for acceptance.
2. Should an Offer or Tender be subject to contract and be accepted by the Customer/Principal, FB Hout will have the right to revoke the offer within 3 days after having received the acceptance. Offers and Tenders from FB Hout may only be accepted by the Customer/Principal without derogations.
3. Offers and Tenders made orally cannot be binding, unless they later have been confirmed in writing by FB Hout.
4. All specifications of types, sizes, measurements, numbers, weights, rates and possibilities for processing will be made known while taking the utmost care, without, however, FB Hout guaranteeing that no discrepancies can or will occur. Should these occur unforeseen they will in no way bind FB Hout.

Article 4: Agreements:

1. An Agreement will solely come about by written confirmation and acceptance by FB Hout or if FB Hout has expressly started the execution of the order.
2. The text of a Confirmation, as described in Paragraph 1 of this Article, determines the Contents of the Agreement.
3. Should a number of persons or legal entities form the Customer/Principal, they will all be jointly and severally liable for the fulfilling of the Agreement. Should the Agreement have been entered into by a third party on behalf of the Customer/Principal, said third party will warrant the Customer/Principal having accepted these General Terms and Conditions, failing which the third party is bound to these General Terms and Conditions as if it were the Customer/Principal itself.
4. FB Hout B.V. is entitled to engage third parties in the Execution of the Agreement.
5. Save express permission in writing from FB Hout, the Customer/Principal is forbidden to assign rights or duties under the Agreement to third parties.
6. FB Hout is entitled to refuse the request to enter into an Agreement partially or completely or to postpone the execution of an outstanding Agreement for reasons of its own. This authority can be invoked, amongst other, because of the contents, nature, import or form of such a request as well as because of technical objections, refusal of (advance) payment or conflict of the request with the interests of FB Hout or third parties, amongst which other Customers/Principals.
7. The Customer/Principal cannot invoke an Agreement if, before or during the Execution of the Agreement, the information provided by the Customer/Principal on sizes, measurements, weights and numbers proves to be incorrect or incomplete. In such an event FB Hout reserves the right to not, or not further execute an Agreement. In such a case FB Hout can never be obliged to pay any compensation for damages or loss to the Customer/Principal, without prejudice to the right and possibility of FB Hout to be able to claim compensation for damages or loss from the Customer/Principal, or to execute the Agreement as yet, at a higher price than agreed upon, Customer/Principal then being obliged to perform said payment

Article 5: Contents, Amendment and Annulment of the Agreement

1. The Customer/Principal bears the risks of misunderstandings as to the Contents and Execution of the Agreement if these arise from FB Hout not receiving, not receiving in a timely or in an incomplete fashion of specifications or other communications made orally or by a

person appointed thereto by the Customer/Principal or if they have been conveyed by any technical means such as telephone, telefax and suchlike means of transmission.

2. The Customer/Principal cannot derive any rights from advice and information it obtained from FB Hout if it bears no direct relation to the Agreement.
3. Complete or partial amendment of the Agreement by the Customer/Principal is only possible if FB Hout agrees to it in writing. Should a complete or partial amendment of the Agreement lead to additional costs, FB Hout will be entitled to charge the Customer/Principal for compensation, to such an extent that the additional costs will at any rate be passed on to the Customer/Principal. Besides, the Customer/Principal will be completely liable for the consequences of the amendment in the Agreement towards third parties and will indemnify FB Hout in this respect.
4. Except with express permission in writing from FB Hout, the Customer/Principal is not entitled to terminate the Agreement completely or partially.
5. To a permission in writing, as named in Article 4, FB Hout can attach the condition that it will be entitled to charge the Customer/Principal for compensation. These damages are understood to include the losses incurred and profits lost by FB Hout and at any rate they are understood to include the expenses FB Hout has already incurred during preparation, amongst which the costs of production capacity booked, materials bought, services engaged and storage. In case of complete or partial annulment by the Customer/Principal, the Customer/Principal is furthermore fully liable to third parties for the consequences of the annulment and indemnifies FB Hout in this respect.
6. Should it prove, in the course of the Execution of the Agreement, at the discretion of FB Hout, that, for a proper Execution it will be necessary to change and/or supplement the work to be performed, FB Hout will inform the Customer/Principal of this, after which the Agreement will be amended, whether or not partially. FB Hout can never be held to any compensation of damages to the Customer/Principal as a consequence of such an amendment.

Article 6: Prices and Price Changes

1. All prices stated by FB Hout are in euro's and exclusive of turnover tax and other government levies and increases, unless expressly stated otherwise in writing.
2. The price FB Hout has stated for the performances to be executed by it, is exclusively valid for the performances in accordance with the specifications agreed upon.
3. FB Hout is entitled to charge extra costs, which were not agreed upon expressly in the Agreement, separately to the Customer/Principal, if incurring these costs is necessary for the Execution of the Agreement. When appropriate, the Customer/Principal will be informed of this in writing as soon as possible.
4. FB Hout is furthermore entitled to raise the prices and tariffs agreed upon, amongst others in case of interim price increases and/or surcharges on prices of goods, costs of materials, semi-finished products or services necessary for the Execution of the Agreement, shipping costs, wages or social contributions, decrease in value of the currencies agreed upon and all other government measures having the effect of increasing prices as a result of which the cost price increases. Should this occasion arise, the customer/Principal will be informed of this in writing as soon as possible.
5. Should, after the Agreement has been entered into, prices for the realisation of the Agreement undergo a raise before FB Hout has completely met its obligations, FB Hout will be entitled to adapt and change its prices accordingly if and insofar 3 months have elapsed since the coming about of the Agreement. Should this occasion arise, the customer/Principal will be informed of this in writing as soon as possible.

Article 7: Payment

1. Amounts owed in the framework of the Agreement will be charged by means of an invoice. Payment must be done in euro's and must occur within the term of payment named in the Agreement, being the strict deadline. If no term of payment was included in the Agreement, payment is to take place within 14 days after the invoice date, being the strict deadline.
2. The Customer/Principal cannot appeal to any right of discount, suspension or deduction. Compensation by the Customer/Principal is only permitted if FB Hout has recognized the Customer/Principal's claim in writing.
3. If a Delivery has been agreed upon in instalments and the first instalment has been delivered, besides payment for this instalment, FB Hout is entitled to demand payment for the costs incurred for the whole Delivery.
4. At all times, and irrespective of the terms of payment agreed upon, the Customer/Principal is obliged to provide, at FB Hout's first request, security for the amounts to be paid to FB Hout under the Agreement. The security provided will have to be such that the claim and all interest and costs possibly accruing to it will be properly covered and that FB Hout will be able to recover from it without difficulty. A security which may have become insufficient at a later stage will have to be supplemented to a sufficient security at FB Hout's first request. Furthermore, the Customer/Principal is at all times, and regardless of the terms of payment, held to pay an advance for the payment of the amounts payable to FB Hout under the Agreement, especially for costs of purchase, development production and transport connected to the Execution of the Agreement (this in the widest sense of the word). In case of non-observance the Customer/Principal will be in default without FB Hout's having to send a notice of default in writing. FB Hout will then, without prejudice to its rights under the law, be authorised, amongst others to postpone execution of the Agreement until the Customer/Principal has remedied this omission.
5. Independently of the way they are named, payments will first be considered to meet the interest and costs incurred, and then to meet the oldest, unpaid invoice.
6. In case the strict deadline for payment is exceeded, the Customer/Principal will be in default by operation of law and will then owe a contractual interest rate of 2% per month (cumulative) over the amount owed, each month started counting as a month, without prejudice to the other rights FB Hout may exercise towards the Customer/Principal for non-payment or late payment.
7. When a matter of default, as described in paragraph 6 of this Article occurs, FB Hout is entitled and authorized to forthwith postpone and suspend stay the Execution of the Agreement, until the Customer/Principal has met his outstanding financial obligations integrally.

8. If FB Hout is obliged to engage third parties to collect its claim, all further costs entailed will fall to the Customer/Principal, both judicial and extra-judicial, the latter being fixed at 15% of the amount to be claimed with a minimum of € 500.-, this besides its further claims to compensation for damages.

Article 8: Delivery Times

1. The delivery times given by FB Hout are approximate and can never be considered to be strict deadlines.
2. The delivery time will only commence when agreement has been reached between parties on all commercial and technical details, all necessary data are in the possession of FB Hout, the payments (in instalments) have been received and, furthermore, all other conditions for the execution of the agreement have been met.
3. If other circumstances occur than those known to FB Hout when establishing the delivery time, it is entitled and authorised to extend the delivery time by the time necessary to execute the agreement under these circumstances. In case the necessary work does not (any longer) fit into the planning of FB Hout, it will be executed as soon as the planning permits.
4. Should FB Hout have postponed the execution of the agreement, the delivery time given will be extended by the duration of the postponement.
5. The mere expiration of the period of time does not constitute a default on the part of FB Hout, not even in case of a strict delivery date, agreed upon in writing.
6. In case of delivery not taking place in time, the Customer/Principal must first give Notice of Default in writing to FB Hout, FB Hout being given a reasonable term for compliance, said term never being shorter than 30 days. Within this term, FB Hout can never be liable for compensation and never be in default.

Article 9 Execution of the Agreement

1. FB Hout is free in the way it will execute the agreement, unless Parties have entered into explicit agreements in writing. All Agreements will be executed by FB Hout in a sequence, determined by FB Hout.
2. FB Hout is not held to deliver goods in instalments, however, FB Hout does have the right to execute the Agreement in instalments. In case of delivery in instalments, each delivery is to be considered to be a separate transaction.
3. In the execution of the agreement, the Customer/Principal is furthermore held by FB Hout to do everything in reason necessary or desirable to enable a timely delivery by FB Hout.
4. Should the Customer/Principal not meet his obligations ensuing from the Agreement, FB Hout will be authorised and entitled to postpone and suspend the execution of the Agreement forthwith, or to completely or partially dissolve, annul or adapt the Agreement. FB Hout can never be held to any compensation of damages to the customer/Principal as a result of such a suspension, dissolution annulment or adaptation. The customer/Principal is, however, held to compensation of any damages ensuing from the delay caused by the suspension, also in respect of third parties and it completely indemnifies FB Hout in this matter. Besides, in case of a dissolution, annulment or adaptation of the Agreement, FB Hout also has the right to charge the Customer/Principal with 50% of the amount of the invoice of the dissolved, annulled or adapted part of the Agreement as compensation, besides the costs already incurred by it for the execution of the agreement, without prejudice to the right of FB Hout to complete compensation for damages. The Customer/Principal is then also completely liable to third parties for the consequences of the dissolution, annulment or adaptation of the agreement and indemnifies FB Hout completely.

Article 10 Transport, Storage and Risk

1. Unless it has been expressly stipulated otherwise in writing, delivery will not take place carriage paid.
2. The Customer/Principal is obliged to give full assistance to the delivery of the goods to be delivered by FB Hout according to the Agreement. The Customer/Principal will be in default also without being warned if the Customer/Principal does not pick up the goods to be delivered by FB Hout at FB Hout's first request, or in case it has been agreed that delivery takes place at the address of the Customer/Principal, the Customer/Principal refuses to accept the delivery.
3. If transport of the goods to be delivered has been agreed upon, such is carried out at the expense and at the risk of the Customer/Principal. FB Hout does not accept any liability whatever for damages of any kind related to the transport of the delivery. Transport also includes transmission of data via the telephone network and any similar transmission by way of any technical means. Acceptance by the carrier of the goods to be delivered by FB Hout will serve as proof that these are in an outwardly good condition, unless the delivery note or the receipt state the contrary.
4. Delivery of the goods to be delivered by FB Hout will take place at the address designated by the customer/Principal. This address must be safely accessible for a means of transport and the means of transport must be able reach and leave it by a suitable road. The Customer/Principal is held to immediately receive the goods to be delivered by FB Hout
5. FB Hout will not be charged with storing the goods to be delivered, unless it has expressly been agreed upon otherwise in writing. If for any reason whatever storage takes place, for instance if the Customer/Principal does not or cannot take delivery of the goods to be delivered by FB Hout, this will at all times take place at the risk and expense of the Customer/Principal. FB Hout will then always be entitled to avail themselves of their powers as set out in section 6.90 of the Dutch Civil Code.
6. If part exchange is involved and the Customer/Principal continues to use the good(s) to be part exchanged, pending the delivery of the new good(s) by FB Hout, the risk of the good(s) to be part exchanged remains attached to the Customer/Principal, until the moment at which he has placed them in the possession of FB Hout.

Article 11 Retention of Title and Right of Pledge

1. FB Hout will remain owner of all goods delivered by it, as long as the Customer/Principal has not completely met everything it is held to meet by the Agreement, especially obligations to pay, this inclusive of interest and costs.
2. FB Hout is at all times entitled to repossess the goods delivered by it or to have them repossessed. The Customer/Principal therefore authorises FB Hout, or third parties engaged by them, to enter the business accommodation and other premises where the delivered goods

have been stored and/or have been placed, and to do or not do that which will or can promote repossession, this on penalty of the forfeiture of a fine, immediately due and claimable, of € 10,000.- a day that it remains in default.

3. The goods delivered by FB Hout may solely be processed or resold to a third party by the Customer/Principal in the framework of normal business operations.

4. The Customer/Principal is not permitted to exercise any rights on goods, such as pledging or encumbering with any rights, on which Retention of Title rests pursuant to this Article. The Customer/Principal is furthermore obliged to inform FB Hout immediately if third parties wish to exercise rights on goods on which Retention of Title rests pursuant to this Article.

5. At FB Hout's first Request the Customer/Principal undertakes to:

- a. insure, or to have and keep the goods on which, pursuant to this article, a Retention of Title rests, insured against damage by fire, explosion and water, together with theft and loss, and to present the relative policies to FB Hout for inspection;
- b. to pledge to FB Hout all claims on insurers by the Customer/Principal, upon resale of goods delivered by FB Hout, on which Retention of Title rests pursuant to this article, in the way set out in Section 3:239 BW [Dutch Civil Code];
- c. to pledge to FB Hout all claims on its customers upon resale by the Customer/Principal relative to goods, delivered by FB Hout, on which Retention of Title rests pursuant to this article, in the way set out in Section 3:239 BW [Dutch Civil Code];
- d. to regard and specify as such the goods delivered by FB Hout on which Retention of Title rests, pursuant to this article;
- e. to cooperate in every other way with all reasonable measures FB Hout wishes to take for the protection and safeguarding of its rights of ownership in relation to the goods delivered by it under Retention of Title, this all on the penalty of a fine, immediately due and payable penalty of € 10,000.- per day in which it remains in default.

6. In case FB Hout cannot appeal to their Retention of Title because the goods delivered by them are mixed, deformed or accessed, the Customer/principal is obliged to hypothecate or mortgage the newly formed goods to FB Hout, this on penalty of the forfeiture of a fine, immediately due and claimable, of € 10,000.- a day that it remains in default.

Article 12 Complaints

1. FB Hout will exert itself to do everything necessary to cause the performance to be delivered by them, including especially the delivery of goods by them, to meet the requirements which can reasonably be set.
2. Immediately after Execution of the Agreement, the Customer/Principal is obliged to inspect the performance and goods delivered by FB Hout thoroughly for faults and defects, and to inform FB Hout, either in writing or by e-mail, forthwith, but within 5 days at the very latest, if these are present.
3. Should the Customer/Principal not have indicated the faults and defects, which could have been noted, or could have been noted upon thorough inspection, to FB Hout within 5 days after the time of Execution and Delivery, the Customer/Principal will be considered to agree with the state in which the aforementioned performance was delivered and the right of complaint will terminate.
4. In case of faults and defects, ascertained by the Customer/Principal it is held to enter these on the bill of carriage and furthermore specify the faults and defects it has ascertained accurately, while presenting relevant proof, including, in any case the presentation of sound photographic evidence.
5. FB Hout must immediately be given opportunity to check the faults and defects the Customer/Principal has ascertained. Should, in the opinion of FB Hout, the faults and defects ascertained by the Customer/Principal be correct, FB Hout will have the choice of either awarding reasonable damages, with due observance of the stipulations of Article 13, or, in consultation with the Customer/Principal, seeing to an adequate solution such as rectifying the faults and defects. In this case, the Customer/Principal will never be able to claim any reliance or additional damages.
6. The performance delivered by FB Hout will in any case be judged as sound if the Customer/Principal has started using the delivered good or a part of, has started working with or using it, has delivered it to third parties, or has had third parties use it, has had it worked with or used or delivered by or to third parties, unless the Customer/Principal complied with what has been set out in this Article.
7. Should, according to criteria of reasonableness and fairness, the term of 5 days, meant in the second and third Paragraph of this Article, be considered as unacceptably short, even for a careful and alert Customer/Principal, this term will be extended, at the latest, to the first moment at which either the investigation or informing FB Hout will be in reason possible for the Customer/Principal.
8. The Customer/Principal is not entitled to terminate the Agreement or to fail to meet with his obligations completely or partially, or to stay or postpone them if Bruin International is in default or remiss in the correct performance of its obligations under the Agreement, unless it is a matter of gross negligence or serious fault.

Article 13: Liability and Damages

1. FB Hout does not accept any liability whatever, for damages suffered by the Customer/Principal, unless they are the result of an attributable failure or a wrongful act of FB Hout. In this case, FB Hout is only liable insofar this liability is covered by FB Hout's insurance and up to the amount of the payment by the insurer.
2. Should FB Hout's insurer not proceed to pay out for any reason, or should the damages not be covered by the insurance, liability in said case will be limited to the invoiced amount of the Agreement, with a maximum of € 1,000.--. FB Hout is not obliged to a further compensation of damages or costs, under whatever name and of whatever nature, including trading loss (amongst which for instance damages through stagnation and missed profits), immaterial damages or other consequential damages for the Customer/Principal.
3. Furthermore, FB Hout is not liable in case of acts of God, as described in Article 14 of these General Terms and Conditions.
4. The restrictions stipulated in this Article do not apply if the damage is the result of intent or gross negligence by FB Hout.
3. The Customer/Principal indemnifies FB Hout for all liability towards third parties because of product liability as a consequence of a defect in a product delivered to a third party by the Customer/Principal and which in part consisted of products and/or materials provided by FB Hout

Article 14 Acts of God

Circumstances beyond the will and control of FB Hout, whether foreseeable at the time of entering into the Agreement or not, which are of such a nature that compliance with the Agreement can no longer in reason be asked of FB Hout, are to be considered as Acts of God, whether lasting or temporary, and will free FB Hout from the obligation of performance.

2. By Acts of God are meant, amongst others: war, unrest, natural disasters, storm damage, fire, earthquakes, floods, abnormal weather conditions, snow, falling snow, frost, floating ice, strikes, lockout or shortage of staff, shortcomings in equipment and means of transport, traffic obstructions, theft of goods, failures of electricity supply, internet connections and cable, telephone connections and other communication networks such as e-mail, breach of contract by third parties engaged by FB Hout together with all hindrances, caused by government measures. Acts of God on the part of suppliers and distributors, together with delivery problems in case of addresses with so-called difficult delivery are also covered by this stipulation on Acts of God.

3. In case of Acts of God, FB Hout is entitled to terminate the Agreement wholly or partially without recourse to the courts, without the Customer/Principal being able to claim compensation.

Article 15 Rescission and Termination

1. Should the Customer/Principal be remiss in meeting his obligations pursuant to the Agreement, or should circumstances as set out in Paragraph 2 of this Article take place, FB Hout has the right to terminate the Agreement immediately prematurely, without further Notice of Default being required. In this case the Customer/Principal will not be entitled to any compensation whatsoever, and the Customer/Principal will be obliged to pay FB Hout all damages, interest and costs resulting from the premature rescission or termination

2. Amongst others, FB Hout is entitled to premature rescission of the Agreement if the Customer/Principal fails to pay in a timely fashion or to meet obligations under the Agreement (including these General Terms and Conditions), or if one of the following circumstances occurs or threatens to occur:

- a. A pre-judgement attachment or execution is levied on one or more of the Customer/Principal's assets;
- b. A petition for bankruptcy is filed for the Customer/Principal;
- c. the Customer/Principal is declared bankrupt;
- d. the Customer/Principal is granted a moratorium on payments, whether temporary or not, or such a moratorium is applied for by the Customer/Principal;
- e. the Customer/Principal dies or is placed under guardianship;
- f. the Customer/Principal's business is discontinued and/or dissolved and/or wound up and/or transferred to a third party;
- g. FB Hout is declared bankrupt;
- h. the Customer/Principal performs or omits acts, whereby the good reputation of FB Hout or of third parties, amongst which other Customers/Principals is brought into serious disrepute;
- i. the Customer/Principal no longer complies with rules or regulations laid down by, or pursuant to the law;
- j. the Customer/Principal reports arrears in payment;

3. Should FB Hout already have delivered a performance for the execution of the agreement at the moment of dissolving, this performance and the related payment obligation will not be revoked.

Article 16: Industrial and Intellectual Property Rights

1. Without prior permission in writing from FB Hout, the Customer/Principal is not permitted to use logos, brand names, trade names or other intellectual property of FB Hout's in its communications (including advertisements and other forms of publicity) with third parties.

2. In case of breach of this Article, the Customer/Principal will forfeit (for each breach) a fine of € 50,000.--, immediately due and payable, together with a fine of € 5,000.--, for every day or part of a day that it continues to be in breach, without prejudice to his obligation to pay FB Hout complete compensation in this matter, should it amount to more than the amounts of the fines given.

Article 17: Applicable Law and Competent Court

1. Agreements and further Agreements deriving from them, to which these General Terms and Conditions apply, are solely governed by Dutch Law.

2. All disputes, arising from the Agreements, to which these General Terms and Conditions apply, or from other Agreements deriving from them, including their execution, will be settled exclusively by the competent Court in Alkmaar.

3. In view of the choice of law made in Paragraph 1, these General Terms and Conditions have been drawn up in Dutch. In case of any discrepancies between the Dutch text of these General Terms and Conditions and any translation thereof, the version in Dutch will be decisive.

Article 18: Amendment and Explanation of the General Terms and Conditions

1. These General Terms and Conditions have been filed with Chamber of Commerce and Factories in Alkmaar.

2. In case of explanation of the Contents and import of these General Terms and Conditions, the Dutch text will always prevail.

3. These General Terms and Conditions may be amended and adapted.. Any future adaptations and amendments will also apply to Agreements which came about before the date of amendment and adaptation, unless it has been expressly agreed upon differently in writing.

4. The amendments and adaptations will come into affect 21 days after publication, unless it has been announced differently at publication.

II. THE PROCESSING OF WOOD BY ORDER

On all offers, tenders and Agreements concerning the processing of wood by order the stipulations of article 1 up to and including article 18 apply, as well as article 19 up to and including article 21 below.

Article 19: Supply

1. Delivery of the goods to be processed by FB Hout must take place as stipulated in FB Hout's terms for delivery, unless expressly stated otherwise. The coming about of the Agreement, as described in article 4 of the current general terms and conditions, implies that FB Hout's terms for delivery have been accepted by the Customer/Principal.
2. The Customer/Principal must supply the goods to be processed by FB Hout carriage paid and free of charge at the address and time agreed upon.
3. The Customer/Principal guarantees that on the goods supplied by it no Retention of Title, rights of ownership or intellectual property claims rest which can be invoked by third parties in order to discourage or prevent the processing. The Customer/Principal indemnifies FB Hout from any claims by third parties in this respect, without prejudice to the right of FB Hout to claim additional compensation for damages from the Customer/Principle.
4. In case the Customer/Principle does not meet the regulations concerning the supply as stipulated in this article partially or completely, FB Hout is entitled to refuse or postpone the processing of the goods partially or completely. Furthermore, FB Hout is entitled to adjust the price agreed upon and/or to charge the Customer/Principle for any costs or damages this brings about for FB Hout. FB Hout is also entitled to terminate or change the Agreement completely or partially in writing when a matter of default as described in the first sentence of this paragraph brings about that the goods supplied or to be supplied by the Customer/Principle can no longer be processed by FB Hout completely or partially on the date or in the period agreed upon. FB Hout can never be obliged to pay compensation for damages or loss to the Customer/Principle due to such termination or change. In that case FB Hout also has the right to charge the Customer/Principle with 50% of the amount of the invoice of the terminated or changed part of the Agreement as compensation, besides the costs already incurred by it for the execution of the agreement, without prejudice to the right of FB Hout to complete compensation for damages. The Customer/Principle is then also completely liable to third parties for the consequences of the dissolution, annulment or adaptation of the agreement and indemnifies FB Hout completely.
3. The goods to be processed by FB Hout remain at the risk and expense of the Customer/Principle and in this respect, the Customer/Principle is obliged to provide sound insurance thereof, unless expressly stated otherwise in writing.

Article 20: The processing

1. By the processing of wood is meant the planning, sanding, milling, sawing, drying and/or otherwise processing of wood and/or substitute materials.
2. FB Hout reserves the right to not or not further execute an Agreement if the goods to be supplied and/or the goods supplied cannot be processed mechanically. In such a case FB Hout can never be obliged to pay any compensation for damages or loss to the Customer/Principal, without prejudice to the right and possibility of FB Hout to be able to claim compensation for damages or loss from the Customer/Principal.
3. The processing times given by FB Hout can never be considered to be strict deadlines, unless expressly stated otherwise in writing.
4. The mere expiration of the processing time does not constitute a default on the part of FB Hout. In case of processing not taking place in time, the Customer/Principal must first give Notice of Default in writing to FB Hout, FB Hout being given a reasonable term for compliance, said term never being shorter than 30 days. Within this term, FB Hout can never be liable for compensation and never be in default.
5. FB Hout has the right to process the goods to be supplied and/or the goods supplied in instalments. In case of processing in instalments, each processing is to be considered to be a separate transaction.
6. With the exception of the goods dried by FB Hout by order, the Customer/Principle is obliged to pick up the goods processed by FB Hout at the address agreed upon within 10 days after the Customer/Principle has been notified the processing is finished. In case of non-observance hereof by the Customer/Principle, FB Hout is entitled to claim compensations for loss or damages from the Customer/Principle, this including the costs for storing the goods processed by FB Hout.

Article 21: The drying

1. The final percentage of moisture is determined according to the KVH standards.
2. In case FB Hout in deviation of article 12 paragraph 1 of the current terms and conditions has given an expressly written guarantee, this guarantee exclusively applies to the drying up to the final percentage of moisture agreed upon and such within maximum 3 days after FB Hout has notified the Customer/principle the drying is finished.
3. The Customer/Principle is obliged to pick up the goods dried by FB Hout within 3 days after FB Hout has notified the Customer/Principle the drying is finished at the address agreed upon. In case of non-observance hereof by the Customer/Principle, he can no longer appeal to any guarantee given by FB Hout as described in paragraph 2, without prejudice to the right and possibility of FB Hout to be able to claim compensation for damages or loss from the Customer/Principal, such including the costs for storing the goods dried by FB Hout.
4. In deviation of article 12 paragraph 1 of the current terms and conditions, the Customer/Principle is obliged to inspect the goods dried by FB Hout thoroughly for faults and defects immediately after Execution of the Agreement, and to inform FB Hout in writing immediately, but within 1 day at the very latest after the Execution and delivery.