

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
WOOD2STOCK

1. Definition of terms

1.1. In these general terms and conditions of sale and delivery (hereinafter: "General Terms and Conditions"), the following terms are defined as stated below:

Customer	<i>A natural person, whether acting as a consumer or for business purposes, or a legal entity that purchases Products from Wood2Stock and enters into a Contract with Wood2Stock or is negotiating such a Contract.</i>
Reflection Period	<i>The period within which the Consumer may exercise his Right of Withdrawal.</i>
Consumer	<i>A natural person who is not acting for purposes relating to his trade, business, craft or profession.</i>
Guarantee	<i>The legal right of Dutch Consumers to a sound Product, as referred to in Section 7:17 of the Dutch Civil Code (Burgerlijk Wetboek) and the European Consumer Sales and Guarantees Directive 1999/44/EC.</i>
Manufacturer's Warranty	<i>The right to a sound Product within a maximum period, whereby Wood2Stock guarantees that a Wood2Stock Product satisfies the usual requirements and standards that may be set for it.</i>
Semi-finished Product	<i>A Product that is not yet suitable for immediate use and that requires further processing in order to function as an end Product, including but not limited to the Product Stock with accompanying Stock Parts (hereinafter: "Kit");</i>
Right of Withdrawal	<i>The option available to the Consumer to withdraw from a Distance Contract within the Reflection Period, whereby the purchase and delivery have taken place within the EU.</i>
Offer	<i>A legally valid document of Wood2Stock containing an Offer of a Product and/or service, including prices and conditions, which is intended as a basis for the formation of a Contract between Wood2Stock and Customer and which, after written approval and/or signature, automatically leads to an Order.</i>
Contract	<i>Any oral or written Contract that is concluded between Wood2Stock and the Customer in connection with the sale of Products, including any changes or additions thereto, as well as all acts and legal acts in preparation and execution of that Contract.</i>
Distance Contract	<i>A Contract concluded between Wood2Stock and the Consumer, in the context of an organised system for the remote sale of Products, digital content and/or services, in which exclusive or joint use is made of one or more techniques for remote communication until the conclusion of the Contract.</i>

Order	<i>Any order from the Customer or acceptance by the Customer of an offer to enter into a Contract with Wood2Stock.</i>
Product/Products	<i>All types of Products listed below, in the broadest sense, which are offered or sold by Wood2Stock on the basis of an Order, Contract or Distance Contract.</i>
Wood2Stock Product	<i>A Product designed and/or produced by Wood2Stock, whether or not a Semi-finished Product, for example a "Kit", as well as Products subject to permit requirements such as Firearms and Firearm Parts, hereinafter: "Firearms".</i>
Custom Product	<i>A Wood2Stock Product that is produced specifically on request and according to Customer specifications.</i>
Custom Order	<i>An Order for a Custom Product.</i>
Commercial Product	<i>A third party Product, whether or not a Semi-finished Product, offered and traded by Wood2Stock as a reseller, being Firearms and related Products, including but not limited to carry bags, cleaning Products, maintenance Products, etc, hereinafter: "Accessories".</i>
Webshop Product	<i>A Wood2Stock Product and/or Commercial Product offered and sold by Wood2Stock both online, through the Wood2Stock Store, and on an Offer basis.</i>
Wood2Stock	<i>De Kok Technology B.V., a private company with limited liability, trading as Wood2Stock, having its registered office and principal place of business in Capelle aan den IJssel.</i>

2. General

- 2.1. These General Terms and Conditions shall apply to all Contracts, including negotiations for Contracts and Contracts resulting therefrom, that Wood2Stock concludes with other parties with regard to the delivery and purchase of the Products. The Customer shall accept these General Terms and Conditions purely on the basis of placing an Order and/or the receipt of the delivered goods, and the Customer is deemed to have tacitly agreed to these General Terms and Conditions for any further Orders placed, irrespective of a written confirmation by Wood2Stock.
- 2.2. These General Terms and Conditions may be communicated in any way, including but not limited to mentioning them in a letterhead or on the internet.
- 2.3. Stipulations that deviate from or supplement these General Terms and Conditions are binding only if they are agreed upon in writing and apply only in individual cases.
- 2.4. The applicability of the general purchasing conditions of the Customer is hereby expressly rejected.
- 2.5. Any voidability or invalidity of part of the Contract and/or these General Terms and Conditions shall not affect the validity of the remaining part of the Contract and/or these General Terms and Conditions. In such case, the void or invalid part shall be replaced by a text that comes closest in a legally permissible manner to what the parties would have agreed if they had known of the voidability or invalidity.

2.6. If Wood2Stock does not demand strict compliance with these General Terms and Conditions in a particular case, this shall not imply that these General Terms and Conditions do not apply or that Wood2Stock loses its right to demand strict compliance with these General Terms and Conditions in future cases, whether similar or otherwise.

2.7 In the event of a difference between the Dutch and English texts of these General Terms and Conditions, the Dutch text is binding.

3. Offer and conclusion of Contracts

3.1. Orders given orally are only binding if they have been recorded and confirmed in writing by Wood2Stock. Unless the Customer has objected in writing to any discrepancy of his/its Order within one (1) business day during business hours on Monday to Friday after receipt of such confirmation, the Customer shall be bound by the Contract as confirmed.

3.2. Contracts are furthermore formed upon receipt by Wood2Stock of an Order signed by the Customer. In respect of Orders which, due to their nature or scope, are not confirmed and/or recorded in writing, the Contract shall be deemed to have been formed at the time Wood2Stock commences performance thereof.

3.3. All oral or written offers and quotations are without obligation and only serve as an invitation to place an Order. Offers made by Wood2Stock for a Custom Product shall automatically expire if not unconditionally accepted within thirty (30) days after issuance of the Offer. In respect of Offers for Webshop Products, this is applies after five (5) days.

3.4. Agreements with persons who are not authorised to represent Wood2Stock under the Articles of Association or other persons of Wood2Stock are not binding on Wood2Stock unless these agreements have been confirmed in writing by Wood2Stock management.

3.5. Wood2Stock shall be always be at liberty to unilaterally cancel Contracts already concluded, whether or not due to force majeure. If Wood2Stock cancels the Contract, any deposit will be refunded within thirty (30) days.

3.6. Wood2Stock is not liable for misunderstandings, delays or the improper transmission of order information and communications as a result of any use of any means of communication between Wood2Stock and the Customer, or between Wood2Stock and third parties, insofar as they relate to the relationship between Wood2Stock and the Customer, unless there is wilful misconduct or gross negligence on the part of Wood2Stock.

3.7. The measurements, weights and technical data mentioned in special offers, price lists, stock lists, folders and other printed material of Wood2Stock, as well as the drawings and images shown therein, are only

approximate and without obligation, unless a written Guarantee is explicitly provided by Wood2Stock. Product specifications are always subject to any possible deviation. Minor deviations that do not affect the functionality of the Product can therefore not give rise to any Guarantee or compensation of any kind. Wood2Stock cannot be obliged to comply with prices quoted on its website, especially if they are clearly incorrect.

- 3.8 If Wood2Stock enters into a Contract with two or more persons or legal entities, each of these persons or legal entities is jointly and severally liable for the performance of their obligations to Wood2Stock under that Contract.
- 3.9 The Customer may only sell and deliver to resellers, including wholesale resellers, with the prior consent of Wood2Stock.
- 3.10 Wood2Stock reserves the right to refuse Orders without giving reasons or to deliver cash on delivery or against full or partial payment in advance.

4. Prices and Payment

- 4.1. Unless otherwise expressly agreed in writing, the Customer must pay for Products delivered on account within fourteen (14) days of the invoice date. Unless otherwise agreed in writing, all amounts charged must be paid in full without discount, set-off, suspension or withholding.

In the case of Custom Orders, the prepayment percentage of the purchase price agreed in the Offer shall be invoiced in advance with a payment term of seven (7) days. The indicative delivery date communicated in advance is only feasible if this invoice is actually paid within this period. If the prepayment is paid after these seven (7) days but before the Offer has automatically expired, the Custom Order will be rescheduled with a new indicative delivery date and Wood2Stock shall inform the Customer of this new date. Cancellation of Custom Orders at no cost can only take place in writing before the prepayment is paid. If the prepayment has been paid and the Custom Order is cancelled, Wood2Stock reserves the right not to refund the prepayment. Custom Orders for which production has started cannot be cancelled; the Customer will be held to its remaining payment obligations.

- 4.2. Unless explicitly agreed otherwise or stated, the prices offered by Wood2Stock are considered to refer to delivery of the Products ex storage location or warehouse, excluding transport costs and turnover tax.

Unless otherwise stated in the Offer, the prices offered by Wood2Stock in Offers are deemed to refer to delivery of the Products ex storage location or warehouse, including transport costs and the applicable turnover tax. In respect of Custom Orders, the transport costs in the Offer are indicative and will be finalised and charged in the final invoice. The final invoice is drawn up after the Custom Order has been completed and made ready for shipment. The transport costs stated in the Offer are fixed for

direct deliveries of Orders of Webshop Products. Wood2Stock will comply with the applicable EU rules for turnover tax to be charged on for deliveries to Consumers within the EU.

- 4.3. In the case of increases in the price of materials or if the purchase prices for Wood2Stock increase, Wood2Stock is entitled to increase its prices accordingly and to adjust Offers already made accordingly.
- 4.4. Wood2Stock cannot be held liable for price indications that are obviously incorrect, for example as a result of obvious typesetting or printing errors. No rights can be derived from incorrect price information.
- 4.5. Wood2Stock is entitled at all times to require security from the Customer for the fulfilment of his/its payment obligations and other existing or future obligations. Wood2Stock is furthermore entitled to demand or accept payment in kind.

5. Delivery, Guarantee and Manufacturer's Warranty

- 5.1 The delivery date of the Products is approximate and is expressly not a strict deadline within the meaning of Section 6:83(a) of the Dutch Civil Code (Burgerlijk Wetboek). The delivery dates mentioned are always indicative. These dates are expressly not a strict deadline. If an indicative delivery date is given, this always applies to workable weeks only and the summer holidays and the last two weeks of the year are excluded from this as standard practice. The delivery date of Custom Products shall be an approximate estimation when preparing the Offer and stated as such in the Offer. Webshop Products that are in stock are generally dispatched within three (3) business days during working weeks following the date of receipt of payment. Firearms Products must be collected from the Wood2Stock location unless transport is included in the Offer.
- 5.2 Unless explicitly agreed otherwise in writing, all Products sold by Wood2Stock are delivered to the Customer ex storage location. If it appears from the Contract that the Customer is responsible for the transport, the risk of the goods passes at the moment Wood2Stock makes the Product available to the Customer by actual handover to the Customer or to a carrier engaged by the Customer. The Customer is responsible for arranging his/its own transport and Wood2Stock shall provide the relevant information if required. All risks related to transport, including but not limited to damage, loss and/or theft, are at the expense of the Customer. Any returns resulting from this are also at the expense of the Customer. If required, the Customer must arrange for adequate insurance.
- 5.3. If it appears from the Contract that Wood2Stock is responsible for transport, the risk of storage, loading and carriage rests with Wood2Stock. The unloading of the Products at the Customer are excluded from this. Wood2Stock shall always take out transport insurance for, among other things, loss, theft and/or damage of the goods to be transported. All transport costs are charged by Wood2Stock to the Customer, including transport insurance, which the Customer is obliged to agree to in the Offer. If the Customer indicates that he/it waives the transport insurance offered by Wood2Stock in the Offer, all transport risks, including but not limited to loss, theft and damage, shall rest with the Customer. In such case,

Wood2Stock shall not be held liable in any way by the Customer for any consequences resulting from such choice by the Customer, including loss of Guarantee. Delayed shipments and any consequences thereof cannot be recovered from Wood2Stock and are not grounds for claiming shipping costs.

- 5.4 In respect of international deliveries outside the European customs union, all local handling, import and customs costs as well as outstanding turnover tax shall be borne by the Customer. The Customer is obliged to arrange all formalities for this purpose. Delayed shipments and any consequences of customs clearance cannot be recovered from Wood2Stock and are not grounds for claiming shipping costs.
- 5.5 In connection with loss or theft, the Customer is obliged to immediately conduct an inspection of the Products and the packaging after delivery in respect of the scope of delivery, any defects and/or damage resulting from the transport, irrespective of whether the Customer or Wood2Stock has arranged the shipment. If Wood2Stock has arranged the shipment, any complaints as a result of the transport must have reached Wood2Stock no later than twenty-four (24) hours after delivery, in writing and supported by visual material, in the absence of which complaints will not be taken into consideration and the Customer is deemed to have approved the delivery with regard to the transport. If the complaint shows that a claim should be submitted to the carrier in connection with damage, loss or theft and Wood2Stock has arranged the carriage, Wood2Stock will arrange this. Damage, loss and/or theft during transport are not covered by the Guarantee and/or Manufacturer's Warranty in any way whatsoever.
- 5.6. In addition to the aforementioned transport inspection, after the delivery the Customer is obliged to conduct an inspection of the Product for any defects on the basis of which Guarantee may be claimed. This inspection must take place no later than seven (7) days after receipt of the Products or at the moment Wood2Stock informs the Customer that the Products are at its disposal. Any complaints based on immediately visible and/or noticeable defects and shortcomings must be communicated to Wood2Stock no later than seven (7) days after the expiry of the aforementioned period.

In particular, in respect of Stocks, the following shall not constitute grounds to lodge complaints leading to liability arising from non-conformity, among others, of Wood2Stock: minor colour deviations on the Product itself, variations in colour between Products of the same colour, pattern and colour differences in connecting Product parts, minor parts on the Product on which there is no adhesion of paint, colour differences between images on visual material, including Websites, and the Products themselves, individual and joint Product dimensions and other quality aspects that are also inherent to the material used and/or are technically unavoidable.

As long as a reported complaint arising from the transport inspection and/or Product inspection has not been dealt with, the Customer may not use the Product subject to the forfeiture of any claims of the Customer under the Guarantee and/or Manufacturer's Warranty. Until Wood2Stock has investigated the complaint, the Products must be left in the condition in which they were delivered, unsorted and in the original packaging. Wood2Stock endeavours to deal with complaints no later than thirty (30) days after receipt. Filing a complaint does not release the Customer from his/its payment obligations.

- 5.7 Wood2Stock provides its Customers with a Manufacturer's Warranty for six (6) months from the date of purchase or, if the Product is not immediately delivered on the date of purchase, the date of delivery of the Product. The Manufacturer's Warranty applies exclusively to a Wood2Stock Product. The Manufacturer's Warranty applies only to the first owner of the Product. Moreover, the Manufacturer's Warranty only applies if an original proof of purchase can be presented. If repair or replacement is not possible, or cannot reasonably be required of Wood2Stock, then Wood2Stock reserves the right to reimburse the market value of the returned Product.

If a part is replaced within the period of the Manufacturer's Warranty, the original period of the Manufacturer's Warranty shall continue to apply to this part as well. The original period of the Manufacturer's Warranty is therefore not extended or renewed by interim replacement. When a defect occurs that is covered by the Manufacturer's Warranty, Wood2Stock must be notified in writing no later than two (2) weeks after its occurrence. Wood2Stock shall provide a form on the Website that can be used to report complaints.

- 5.8 In respect of claims under the Guarantee for Consumers in the Netherlands and the EU, Wood2Stock shall observe laws and regulations as they are established in the Netherlands and/or by the European Union. In the Netherlands, this is subject in particular to Sections 7:18 and 7:23 of the Dutch Civil Code (Burgerlijk Wetboek). In respect of deliveries to Consumers within the EU, these are subject to the European Consumer Sales and Guarantees Directive. Wood2Stock will provide a form on the Website that can be used to report complaints. After the expiry of the Manufacturer's Warranty, Wood2Stock applies the principle of reasonableness and fairness to deliveries to Customers other than Consumers in the Netherlands and Consumers in the EU, whereby Wood2Stock will try to find a solution to the reported complaint to the best of its ability. Wood2Stock endeavours to resolve complaints no later than thirty (30) days after receipt.

- 5.9 In any case, Wood2Stock excludes any claim under the Guarantee and/or Manufacturer's Warranty in the instances listed below where defects and/or damage are the result of:
- a) repair work that has not been carried out by Wood2Stock or a person or organisation appointed for this purpose, provided that the repair work has been carried out in a verifiably sound manner;
 - b) unprofessional, injudicious and improper use, including use for a purpose other than that for which the Product is intended, whereby it applies that the Product is not intended for military purposes;
 - c) falling and/or toppling over, bumping and other rough or heavy-handed use;
 - d) changes and modifications to the Product carried out without the prior consent of Wood2Stock;
 - e) use of non-original Wood2Stock parts;
 - f) normal wear and tear or poor or irregular maintenance;
 - g) external influences, such as the effect of moisture including perspiration, condensation or otherwise;
 - h) transport.

Furthermore, the Guarantee and/or Manufacturer's Warranty can no longer be claimed if work has been carried out to further process a Semi-manufactured Product into a final Product ready for use, irrespective of whether this work was carried out by the Customer or a party appointed by it for this

purpose. This exclusion applies to work that consists of all forms of surface operations, including but not limited to sanding, oiling, spray painting and/or other coatings, anodizing and welding. The same exclusion applies to all types and forms of gluing and adhesive bonding work, including the 'bedding' of bolt action systems and/or the gluing of bolt action systems and/or the fixing/gluing of parts in or to the Product. These exclusions do not apply if the work was carried out in a verifiably sound manner and if there are demonstrable manufacturing defects that were already present in the Product but had not yet been discovered before the work started.

- 5.10 A Customer who has reasonable grounds to expect that he/it will not be able to take delivery of the Order within a period of two (2) weeks following the notice from Wood2Stock that the Custom Order is ready, shall immediately notify Wood2Stock in writing prior to shipment, stating the reason.

Shipments that cannot be delivered to the Customer or received by the Customer after a 2nd delivery attempt of the first shipment will be returned to Wood2Stock. In all cases, the return costs shall be borne by the Customer. Wood2Stock will contact the Customer to arrange a new delivery date or to arrange for the collection of the Products from the premises of Wood2Stock.

The preceding cases do not release the Customer from its payment obligations. If, as a result, the goods are kept in storage by Wood2Stock for more than two (2) weeks, the storage costs are payable by the Customer.

If the Customer is aware that he/it cannot or can no longer meet his/its payment obligations, the Customer shall immediately inform Wood2Stock thereof and he/it is thereby in default without notice of default being required. In such case, Wood2Stock shall also be entitled to cease any production of current Custom Orders of the Customer.

In all the above cases, Wood2Stock is entitled to store any uncollected Products at the expense and risk of the Customer or to sell them to a third party if they have not been collected within a period of eight (8) weeks after the notification and/or return receipt. In the event of sale to a third party, the Customer shall remain liable for the purchase price, plus interest and extrajudicial costs, however reduced by the net proceeds from the sale. Any prepayments will not be refunded.

- 5.11 Wood2Stock is always entitled to deliver in parts. Each partial delivery shall be considered a separate transaction and may be invoiced separately by Wood2Stock, whereby payment must be made in accordance with Article 4) of these General Terms and Conditions.

- 5.12 The return under Guarantee and/or Manufacturer's Warranty of sold and delivered Products is only possible if such has been expressly agreed or follows from these General Terms and Conditions. Before returning Products, the Customer must notify Wood2Stock of its intention and the complaint that forms the basis of the desire to return. After reviewing the complaint and approving the return, Wood2Stock shall provide the Customer with instructions on how to return the Product and what information must be included. For this purpose, the return form must be used which can be found on the Wood2Stock

website. Wood2Stock reserves the right to refuse the return if another solution is available that does not disadvantage the Customer. The cost of return shipment shall be borne by the Customer as well as the associated transportation risks. Damage or defects resulting from the return shipment that are not related to the complaint cannot be recovered from Wood2Stock. The Customer must ensure proper packaging at all times.

6. Packaging

- 6.1. Sold Products will be packaged by Wood2Stock in accordance with the nature and use of the Sold Products.
- 6.2. If the Customer has special requirements in terms of packaging, Wood2Stock will comply to the best of its ability and is entitled to charge a fee for this.

7. Right of withdrawal

- 7.1 The following provisions apply exclusively to Consumers in the Netherlands and countries of the European Union, insofar as the purchase and delivery also took place therein.
- 7.2 When a Consumer purchases Webshop Products via a Distance Contract, the Consumer has the opportunity to terminate the Distance Contract without giving reasons for a period of fourteen (14) days after receipt of the Webshop Product by the Consumer or a representative designated in advance by the Consumer and made known to Wood2Stock. In these cases, what is stated in Article 7 of these General Terms and Conditions shall apply and this provision shall prevail over the other provisions mentioned in these General Terms and Conditions in this regard. After the notification invoking the Right of Withdrawal, the Consumer has another fourteen (14) days to actually return the Webshop Product.

The Consumer also has the right to cancel Custom Orders at no charge as long as prepayment has not yet taken place or, if no prepayment was applicable, production has not yet started and no costs have been incurred by Wood2Stock specifically for the Custom Order of the Customer. In this case, Wood2Stock shall be entitled to charge a cancellation fee upon withdrawal. If the Custom Order is cancelled after the prepayment has been made, Wood2Stock is not obligated to refund the prepayment. If an Order is currently in production, then a legal exclusion to the Right of Withdrawal applies.

- 7.3 During the Reflection Period, the Consumer will handle the Webshop Product and packaging with care. He shall only unpack or use the Webshop Product to the extent necessary to judge whether he wishes to keep the Webshop Product. If he uses his Right of Withdrawal, he will return the Webshop Product to Wood2Stock with all delivered accessories in its original condition and with as little damage to the packaging as possible, in accordance with the reasonable and clear instructions provided by Wood2Stock. To make use of his Right of Withdrawal, the Consumer shall comply with the reasonable and clear instructions provided by Wood2Stock at the time of the Offer and/or at the latest at the time of delivery.

- 7.4 If the Consumer makes use of his Right of Withdrawal, he shall notify Wood2Stock thereof in writing or electronically or in any other unambiguous manner within the Reflection Period. As soon as possible, but no later than fourteen (14) days from the day following the notification referred to in paragraph 2, the Consumer shall return the Webshop Product or hand it over to Wood2Stock or to an authorised representative of Wood2Stock. If the Consumer returns the Webshop Product before the expiry of the Reflection Period then he has in any case complied with the return period.
- 7.5 The risk and the burden of proof for the correct and timely exercise of the Right of Withdrawal rest with the Consumer. The Consumer shall bear the costs of returning the Webshop Product. If the Consumer makes use of his Right of Withdrawal, all current Contracts with the Consumer shall be cancelled ipso jure.
- 7.6 If Wood2Stock enables the notification of withdrawal by the Consumer in an electronic manner, it shall immediately send an acknowledgement of receipt of such notification. Wood2Stock shall refund the Consumer the full purchase price of the returned Webshop Product within fourteen (14) days after the day on which the Consumer gives notice of withdrawal. Wood2Stock may defer repayment until it has received the Webshop Product or until the Consumer can prove that he has returned the Webshop Product, whichever occurs first.
- Returns must be made in accordance with the instructions of Wood2Stock, which can be found on the return form on the Wood2Stock website. The costs of the return shipment shall be borne by the Consumer. Damages or defects to returned Products shall be recovered from the Customer, including but not limited to deductions from any refundable amounts.
- Wood2Stock is entitled to charge an administration fee for Orders that are cancelled and payments returned, for reasons that are not due to or attributable to Wood2Stock. Wood2Stock is also entitled to charge administration costs for the storage of uncollected goods.
- 7.7 Completed and/or delivered Custom Orders and other Products manufactured according to the specifications of the Consumer, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the Consumer or which are clearly intended for a specific person, are excluded from the Right of Withdrawal.

8. Default

- 8.1. The Customer shall be in default purely on the basis of the expiry of the payment period. In that case, all claims against the Customer, for whatever reason, shall be immediately due and payable.
- 8.2. The Customer shall, without notice of default, owe default interest of 1.5% per month on all amounts not paid by the last day of the payment term.
- 8.3. If a Customer is in default towards Wood2Stock, he/it is obliged to fully reimburse the judicial and extrajudicial costs, with a minimum of € 50.00. The extrajudicial costs to be compensated are at least fifteen (15) percent of the invoice amount, including VAT.
- 8.4. If the actual extrajudicial costs incurred are higher than fifteen (15) percent of the invoice amount, the actual costs incurred shall be due.
- 8.5. In fulfilment of its obligations, the Customer is obliged to provide security at the first request of Wood2Stock and in the form requested by Wood2Stock. Pending the provision of security, Wood2Stock is entitled to immediately suspend its obligations. The Customer is obliged to inform Wood2Stock about his/its financial position upon request.

9. Retention of title

- 9.1. Notwithstanding actual delivery, title to the Products shall only pass to the Customer when the Customer has paid in full all that he/it owes or will owe under the Contract or under other contracts, including interest and costs.
- 9.2. The Customer is not entitled to hire out, give in use, pledge conditionally or otherwise encumber the Products before title to the Products has passed to the Customer.
- 9.3. If and as long as Wood2Stock is the owner of Products, the Customer will immediately inform Wood2Stock if the Products in question are or threaten to be confiscated or the Products are otherwise claimed.
- 9.4. Upon request, the Customer shall inform Wood2Stock of the whereabouts of the Products still owned by him/it and authorises Wood2Stock in advance to enter the site or premises where the property of Wood2Stock is located.
- 9.5. In the case of attachment, suspension of payments or bankruptcy, the Customer will immediately inform the bailiff levying attachment, the administrator or the trustee in bankruptcy of the ownership rights of Wood2Stock. The Customer guarantees that any attachment levied on Products owned by Wood2Stock will be lifted.

10. Liability

- 10.1. The liability of Wood2Stock shall at all times, both in respect of contractual liability and liability under the law, be limited to the amount paid out by the liability insurer of Wood2Stock in the case in question, less the amount of the excess that does not qualify for payment under the insurer's policy conditions. In all other respects, the following provisions apply.
- 10.2. In the case of shortcomings, including any wrongful act, that occur in the context of a legal relationship to which these General Terms and Conditions apply, Wood2Stock is not liable for trading loss, consequential loss, property damage, personal injury or any other damage whatsoever that may be incurred directly or indirectly by the Customer and/or third parties, except for wilful misconduct or gross negligence.
- 10.3. Without prejudice to the provisions of the previous paragraph, the liability of Wood2Stock shall be limited to the damage that was foreseeable as a possible consequence of the act requiring compensation, with a maximum of the amount of the net invoice value related to the performance/delivery that resulted in the relevant claim by the Customer and/or third parties.
- 10.4. Without prejudice to the provisions above, Wood2Stock shall not be liable for goods and/or services it has obtained from third parties except to the extent that these third parties are liable to Wood2Stock and provide opportunity for recovery.
- 10.5. Wood2Stock is not liable if the Customer has not reported the damage in writing to Wood2Stock no later than fourteen (14) days after actual delivery.
- 10.6. Wood2Stock stipulates all legal and contractual remedies that it can invoke to shield itself from liability towards the Customer, including on behalf of subordinates and non-subordinates for whose conduct it would be liable under the law. Conditions limiting liability, excluding liability and/or establishing liability that may be invoked by third parties against Wood2Stock in any given case, may also be invoked by Wood2Stock against the Customer in the case in question.
- 10.7. Any claim against Wood2Stock shall lapse if and to the extent that no legal action is taken against Wood2Stock within one (1) year of the claim arising (expiry period).

11. Intellectual property/confidentiality

- 11.1. The Customer shall not acquire any intellectual or industrial property rights with respect to the Products. All intellectual or industrial property rights are and shall remain vested in Wood2Stock, and are irrevocably and unconditionally acknowledged by the Customer.
- 11.2. The Customer may not modify or remove any Products or branding or identifying marks affixed to the packaging thereof, or to imitate the Products or any part thereof or to obtain counterfeit Products or Products closely resembling Wood2Stock Products from other suppliers.
- 11.3. Wood2Stock declares that, to the best of its knowledge, the Products do not infringe any third-party intellectual property rights applicable in the Netherlands. In the event of claims by third parties in respect of an infringement of such rights, Wood2Stock may, if necessary, replace or modify the Product concerned or terminate the Contract, in whole or in part. The Customer shall only have the right to rescind the Contract insofar as he/it cannot reasonably be required to maintain the Contract.
- 11.4. The Customer shall immediately inform Wood2Stock of any claim in respect of the Products. In the event of such a claim, Wood2Stock is entitled to oppose such a claim, including on behalf of the Customer, or to take legal measures against that third party or to reach an amicable settlement with that third party. The Customer shall refrain from the aforementioned measures, insofar as required by the principle of reasonableness, and provide all cooperation to Wood2Stock.
- 11.5. The Customer undertakes to keep all information provided to it in connection with the Contract and the performance thereof confidential. The Customer undertakes to use this information only in the context of the performance of the Contract. The Customer shall not disclose such information to any third party, shall not copy it other than where necessary for the performance of the Contract and shall not make any commercial use of the information. The Customer shall ensure that the obligations described in the preceding paragraphs are observed by all those who work for the Customer.

12. Termination

- 12.1. If the Customer wishes to cancel the Contract without Wood2Stock being at fault and Wood2Stock agrees to this, the Contract shall be terminated by mutual consent. Wood2Stock hereby acquires a right to compensation for all financial loss, such as loss suffered, lost profits and costs incurred.
- 12.2. Wood2Stock has the right to terminate the Contract if the Customer is in default or in the following circumstances:
- (a) The Customer is bankrupt, or a petition for bankruptcy has been filed by a creditor, or the Customer has filed a petition for its own bankruptcy, suspension of payments or for the application of the Debt Restructuring (Natural Persons) Act (Wet schuldsanering natuurlijke personen) or the application of the Court Approval of a Private Composition (Prevention of Insolvency) Act (Wet homologatie onderhands akkoord);
 - (b) A third party attaches property and/or receivables of the Customer;
 - (c) The Customer dies, if he is a natural person;
 - (d) The business of the Customer is dissolved.

If the Contract is terminated by Wood2Stock on one of the aforementioned grounds, the Customer shall pay Wood2Stock a penalty of 15% of the invoice value of the Contract as compensation for costs incurred, with a minimum of € 5,000.00, which is not subject to judicial mitigation, without prejudice to the other rights of Wood2Stock, including the right to compensation.

13. Force majeure

- 13.1. If Wood2Stock is prevented by force majeure from delivering a Product under a Contract, in whole or in part, Wood2Stock shall be entitled to suspend the performance of its obligations under the Contract for the duration of the force majeure event.
- 13.2. The Customer is only entitled to terminate the Contract, in whole or in part, if the period during which Wood2Stock is prevented from fulfilling its obligations under the Contract as a result of force majeure exceeds three (3) months. If, however, it is established that a permanent force majeure event exists, each of the parties shall be entitled to terminate the Contract, in whole or in part, with immediate effect by registered letter.
- 13.3. Wood2Stock shall not be liable to the Customer for any damage suffered by the Customer, directly or indirectly, as a result of the non-performance due to force majeure, unless the force majeure is the result of wilful misconduct or gross negligence of Wood2Stock.
- 13.4. If Wood2Stock is prevented from fulfilling its obligations under the Contract as a result of force majeure, Wood2Stock will promptly notify the Customer of such impediment and shall keep the Customer informed of developments related to the force majeure.

- 13.5. Force majeure as referred to in this article shall mean: all circumstances beyond the control of Wood2Stock, even if these foreseeable at the time of the conclusion of the Contract, which permanently or temporarily prevent the performance of the Contract, in whole or in part, or as a result of which the performance by Wood2Stock - which is affected by force majeure - of its obligations cannot be required. Such circumstances shall in any case include: war or civil war, threat of war, riots, strikes (whether or not by suppliers of Wood2Stock), lack of personnel, fire, epidemics, governmental measures impeding the performance of Wood2Stock, transport difficulties, technical failures at Wood2Stock or its suppliers, carriers and/or auxiliary persons, as well as attributable failures on the part of Wood2Stock suppliers as a result of which Wood2Stock cannot or can no longer perform the Contract without substantially higher costs.
- 13.6. Wood2Stock is entitled to claim payment for services rendered before the force majeure event occurred. Wood2Stock is also entitled to invoke force majeure if the force majeure event occurs at a time when the performance should already have been carried out by Wood2Stock.

14. Disputes

- 14.1. In the first instance, the preliminary relief judge of the Court of Zeeland-West Brabant, Breda location, shall have sole jurisdiction to hear any dispute concerning the Contract, unless this is in conflict with mandatory rules of law. Wood2Stock is entitled to deviate from these rules on jurisdiction and to rely on statutory rules governing jurisdiction.
- 14.2. The parties may agree to another form of dispute resolution, such as arbitration or mediation, in addition to the civil court.

15. Conversion

- 15.1. If one or more provisions of these General Terms and Conditions is or becomes in conflict, in whole or in part, with any statutory provision, these General Terms and Conditions shall remain in full force and effect in all other respects, while the parties shall also be deemed to have agreed on a provision that is legally permissible and comes closest to the meaning of the provision rendered ineffective.