

GENERAL CONDITIONS OF SALE AND DELIVERY

FLAMINGO PARKET B.V.

Article 1. General

- 1.1. In these General Conditions of Sale and Delivery the following words are understood to have the following meanings: *The Supplier* Flamingo Parket B.V., *Customer*: A customer of the Supplier's. *Parties*: The Supplier and Customer combined. *The General Conditions*: The present General Conditions of Sale and Delivery, which have been drawn up by the Supplier, and which apply to the legal relationship between Parties.
- 1.2. General Conditions as referred to by the Customer shall not apply and are expressly rejected.
- 1.3. Deviations from the General Conditions shall only be valid if they have been confirmed in writing to the Customer by the Supplier.
- 1.4. The General Conditions may be changed. The changed General Conditions will become effective fourteen days after notification of said change to the Customer.

Article 2. Offers, orders, prices and agreements

- 2.1. All offers submitted by the Supplier shall be free of obligation, unless expressly provided for otherwise in the offer.
- 2.2. The information contained in offers, price lists and other documentation, such as illustrations, drawings and calculations, measurements and stated weights, shall not be binding on the Supplier. The sample boards, sample floor parts, models of goods and illustrations and descriptions of goods provide a general designation of the products, and shall not be binding on the Supplier.
- 2.3. The prices as quoted by the Supplier shall be ex works or warehouse, exclusive of VAT, exclusive of packing and exclusive of transport, unless provided for otherwise in writing.
- 2.4. Orders are preferably placed in writing, after which - if the Supplier accepts the order - they will be confirmed by the Supplier (if necessary, including modifications) as soon as possible by means of an order confirmation. Orders that have not been confirmed may at all times be refused by the Supplier without stating reasons.
- 2.5. Agreements do not exist until after Supplier has issued the order confirmation in writing. This order confirmation is binding on the Customer, unless Customer has not rejected the correctness of the contents of said confirmation within five business days.
- 2.6. Orders taken by representatives are binding on the Parties, on the understanding however, that the Supplier has the right to inform the Customer in writing within seven business days after the order has been placed that he is not able to carry out the order or carry out the order without modifications, if the unchanged execution of an order received through a representative is impossible due to circumstances of which the representative could not have reasonably been informed. In that case the order shall be considered cancelled, unless the Supplier has already confirmed said order in writing or Parties should reach a subsequent agreement.
- 2.7. After confirmation of the order it may become clear that goods cannot be delivered in accordance with the order confirmation. In that case the Supplier shall notify the Customer of that. In that case both parties shall have the right to rescind the Agreement free of charge no later than three weeks prior to the planned date of delivery. Both parties however, shall be subject to an obligation to use their best efforts in order to find a solution or alternative together. Any damage reasonably caused to Customer (in case rescission takes place after the term referred to above) may be passed on to Supplier.
- 2.8. Modifications of the Agreement shall be valid only if they have been confirmed to the Customer by the Supplier in writing.
- 2.9. Unless agreed otherwise in writing, Supplier shall be allowed to round up deliveries to whole or fixed packaged quantities. If the order does not concern prepackaged material excess delivery of three percent of the quantity as ordered by the Customer shall be allowed. Short delivery shall not be allowed unless agreed otherwise in writing.
- 2.10. If delivery of material takes place two months or longer after the order date, and cost prices for the Supplier are increased, for instance due to changes in levies, duties, charges, excise duties, raw materials and/or exchange rates, the Supplier shall have the right to charge the difference to the Customer. Any order that has not been carried out or any part thereof shall be supplied at the changed prices, without prejudice to the right of the Customer to cancel orders or parts thereof that have not been delivered, and to pay only that part of the order already carried out by the Supplier on the basis of the price agreed. The above cancellation must take place in writing and within eight days after the notification of the change to the Customer.

Article 3. Delivery and transport

3.1. Unless agreed otherwise, the place of delivery shall be the registered place of business of the Supplier. From the moment of delivery the risk in the goods to be delivered shall be passed on to the Customer.

3.2. The party, under whose responsibility the transport takes place, is required to see to it that the goods are always transported in closed vehicles.

3.3. The delivery period shall commence as soon as the Agreement is entered into, and after all information to be supplied by the Customer has been received by the Supplier. Unless agreed otherwise, the times of delivery as stated by the Supplier shall never be deadlines. In case of late delivery the Customer shall not be entitled to demand damages or rescind the Agreement; Customer does not have the right to suspend delivery and payment either. If delivery has not taken place in time, the Supplier shall be given a reasonable time to carry out subsequent deliveries. This reasonable time shall be equal to the original period of delivery with a maximum duration of one month. In case of nonobservance of this reasonable time the Customer shall have the right to rescind the Agreement.

3.4. The Supplier shall at all times carry out delivery in one shipment, unless agreed otherwise with the Customer.

Article 4. Receipt and inspection

4.1. For the purpose of proper quality control the Supplier shall identify the materials produced by the Supplier itself by a permanent code for as far as possible.

4.2. The Customer is obliged to take delivery on delivery as arranged. If the Customer fails to comply with that, any costs resulting from that, such as cost of storage and transport, shall be borne by the Customer. Cost of storage due shall be in the amount of 1% of the value of the invoice exclusive of VAT per month.

4.3. The Supplier is under the obligation to carry out an exit inspection, and the Customer is under the obligation to have an inspection on arrival carried out.

In case of Twin-Planks, Solid Plankflooring T+G, woodblocks and patterned floors, the humidity of the wood must be measured during both inspections. Further, the Customer must, during construction, record the relative ambient humidity in the room in which the floor is processed, the humidity of the sub-floor, the method of construction, glues used, and any other relevant matters. The required equipment for wood moisture tests is a reputable calibrated electronic meter with a digital display (pin probes); in the event of any differences, an (acknowledged) drying oven will decide.

For any floor types an additional optical inspection must be carried out both at Supplier's and at Customer's.

If no inspection was carried out by Customer on delivery, complaints shall not be possible.

4.4. The Customer is obliged to carry out the inspection on delivery. In case of any irregularities, Customer shall notify the Supplier of that within two business days in written. If no such notification takes place the Customer declares that the goods were received:

- in a good condition, and
- in time, and
- in the quantities as agreed (regarding pallets/parcels).

Complaints on the basis of defects that were not stated shall not be possible, except in case of defects that could not have been established at the time of delivery.

Article 5. Payment

5.1. Delivery on credit shall take place after verification of creditworthiness and/or acceptance by the credit insurance company. First deliveries shall take place COD.

5.2. In case of delivery on credit, the Customer is obliged to effect payment within thirty days after invoice date.

5.3. The Supplier is entitled to invoice each part delivery (if agreed).

5.4. If the Customer does not effect payment within the period of time as provided for, the Customer shall be in default without any notice of default being required. From the day at which default commences, the Customer is obliged to pay interest on the invoice amount or the outstanding part thereof. The interest percentage is equal to the legal commercial interest.

5.5. If the Customer is in default, he is further obliged to pay to the Supplier extrajudicial cost, which shall be at least fifteen percent of the outstanding invoice amount to a minimum of € 150,00. At the Supplier's discretion the Customer may be charged for the actual costs as they are charged to the Supplier himself, or for the fifteen percent as referred to above.

5.6. If the Customer should fail to fully fulfil its obligations resulting from the Agreement entered into with the Supplier or if the Supplier has reasonable grounds to suspect that the Customer may fail to do so, or if assets of the Customer's are attached, if Customer applies for a suspension of payment, or if Customer's bankruptcy is applied for or declared, or if the Customer enters into a settlement with his creditors, any claim of the Supplier against the Customer shall become payable

in full immediately. In that case the Supplier shall also have the right to rescind the Agreement for as far as it has not been carried out, without any further notice of default or court intervention being required, and to take back any goods that had been delivered but were not yet been paid, all this irrespective of the right of the Supplier to damages.

5.7. Payments made by the Customer shall first serve as settlement of costs, then of interest, and after that, as settlement of the oldest debts with the Supplier, even if the Customer has given a payment a different designation.

Article 6. Product and warranty

6.1. In general the principle applies that the Supplier supplies a semi-manufactured product. Therefore the Supplier guarantees the delivery of goods without defects in material. A professional construction, and the processing of the goods into a finished product, are the responsibility of the Customer's, not the Supplier's. Damage due to faulty construction, storage and installation and such, are therefore for the account and at the risk of the Customer and cannot be claimed from the Supplier.

6.2. Parquet floor parts are products of nature. Due to that natural variation in colour and structure and such, cannot be avoided. For that reason minor deviations in quality, colour, finish, measure and weight as considered acceptable in the industry shall be allowed. Variations such as these shall not result in an obligation for the Supplier to see to replacement or compensation, and they do not give the Customer the right to refuse the delivery of or payment for the goods delivered. Variations in colour in one batch shall be allowed provided that they are in accordance with the European standards (C.E.N.).

6.3. Advice and information concerning the goods to be supplied, and instructions for the use thereof are given by Supplier to the best of Supplier's knowledge. The Supplier does not accept any liability as to the correctness of his advice, information, and instructions for use, unless in case they were provided in writing. Instructions and recommendations given by the Supplier must be strictly observed by the Customer, without prejudice to the obligation of the Customer to carry out its own tests and checks under the prevailing circumstances. The Customer is obliged to see to it that its staff is educated and trained in such a way that the staff is able to correctly use and process the goods supplied by the Supplier.

6.4. The Supplier provides a warranty against defects in material for the duration of two years after delivery. Warranty provisions as provided by the manufacturer respectively the importer shall apply to goods that are covered by a warranty given by a manufacturer and/or importer. Promises made by the manufacturer or importer beyond the scope of the warranty conditions provided by said manufacturer or importer shall not be binding on the Supplier.

6.5. The warranty does not apply to defects caused by normal wear and tear, in case of inexpert and/or negligent use, insufficient and/or improper maintenance, incorrect storage, accidents and/or circumstances such as damage caused by fire or water, and if cases have been inexpertly changed or repaired by third parties without the Supplier's approval. The Customer shall give the Supplier the opportunity to verify the quality of the repair within two business days. If the Supplier fails to do so, the repairs are deemed to be carried out with the approval of the Supplier, and the warranty shall apply. In all other cases referred to above complaints shall not be possible, even if said complaints should be submitted within the guarantee period.

6.6. If the Customer should be in default due to its failure to observe its obligations to pay and/or other obligations towards the Supplier with respect to the delivery concerned, any right to guarantee will be cancelled.

Article 7. Complaints

7.1. Complaints shall only be possible if the requirements as described in the General Conditions have been fulfilled. For that reason – barring calamities – an inspection on arrival must have taken place within two business days. In the event of calamities Customer shall notify Supplier of this within two business days, and the parties shall determine a reasonable term for this inspection by mutual consultation. Visible defects must be reported to the Supplier; failing which any right to submit complaints shall be cancelled. If notification has taken place within the term as specified, the Supplier shall take back the floor, and the Customer shall not be under the obligation to pay.

7.2. Complaints do not constitute a right for the Customer to suspend its payment, and balancing payments is expressly excluded. Complaints concerning a substantial part of the order shall not constitute a right for the Customer to reject or refuse the entire order.

7.3. If the Supplier looks into a complaint without being obliged to do so, the Supplier's efforts can only be interpreted acts of courtesy without acceptance of any liability. If it is established that the complaint was made without proper reason, Customer shall be obliged to compensate the Supplier for any cost incurred in connection with that, such as cost in connection with work and goods supplied.

7.4. Goods about which a complaint is made, and which are located at a different location than the Supplier's warehouse, must be stored by Customer at Customer's risk and for Customer's account. In that case Customer is required to exercise due care in the storage of the goods, and to have them adequately insured against the risks as are customary.

7.5. During construction the Customer is required to see to it that the components of the parquet floor supplied, usually a mix of four to five parcels, are correctly combined in order to achieve a true reproduction of the parquet floor. In case of unacceptable variation in selection, colour, defects in materials among parquet parts Customer shall be under the obligation not to use these parts but to directly offer them to the Supplier for replacement free of charge. Replacement of the parquet parts returned shall usually take place within two business days (in case of products delivered from stock) or seven business days (in case of custom-made products). If it is not possible to carry out replacement within the above period of time, the Supplier shall be liable for any verified consequential damage.

7.6. If Customer detects or could have detected any defects in material during installation, except any nonvisible or hardly visible defects, Supplier shall only replace the parquet parts concerned.

7.7. Defects in materials that do not become visible until after the installation has been carried out, can be submitted to the Supplier in writing within the guarantee period. To that end Customer is required to submit a fully completed inspection report to the Supplier within two weeks after notification of the complaint by the end user.

7.8. The complaint must first be dealt with by and between Customer and end user, as in line with proper commercial practice.

7.9. If the Customer itself has already inspected the defect, Customer may request the Supplier to carry out an inspection visit. In that case the Supplier, in consultation with Customer, will make an appointment for a visit with the end user. The results of the inspection visit will be reported to Customer by the Supplier (if necessary after consultation of the producer if the product concerned is a trade product for the Supplier). Complaints shall be judged objectively, e.g. on the basis of product specifications as referred to in the Supplier's specifications as issued in price lists or other brochures and sample boards, all this in accordance with the provisions on that in the General Conditions. After that the parties are required to first try and work out a solution by mutual consultation.

7.10. If in the opinion of the Supplier a complaint is justified, the Supplier will at the Supplier's discretion, either repair the goods free of charge or pay a reasonable compensation.

Article 8. Construction compensations

In the event that a defect that was not visible during delivery is established, and the damage caused is not part of Customer's normal risk as an entrepreneur, the Supplier may be ordered to compensate costs of construction. The Customer shall draw up a specification of the cost and shall submit said specification to the Supplier.

Article 9. Force Majeure

9.1. If the Supplier is not or not sufficiently able to fulfil its obligations due to Force Majeure, the Supplier has the right to rescind the Agreement with Customer or part thereof without any court intervention being required, or to suspend the fulfilment of the Agreement or part thereof without any ensuing obligation to pay any damages. In case of fulfilment of part of the Agreement by the Supplier, Customer shall owe a proportionate part of the total price.

9.2. Force Majeure is understood to mean: restrictive measures by the authorities of whatever nature, epidemics, mobilization, war, revolution, strike, occupation of the company, illness of personnel, stoppage of operations, attachments, fire, exceptional weather conditions, defects of machines, transport problems, lack of raw materials, semi-manufactured products, materials, resources and/or energy, natural disasters, any defaults on the part of a third party from which goods or services must be obtained, and further, any circumstances which the Supplier could not have reasonably anticipated and which are beyond the Supplier's scope of control.

Article 10. Reservation of Ownership

10.1. The ownership of the goods supplied by the Supplier will not be transferred to Customer until after Customer has paid to the Supplier any amount which the Customer owes to the Supplier in connection with the delivery of said goods, including but not limited to the purchase price, as well as any interest and costs.

10.2. The Customer has the right to use and convey the goods as supplied by the Supplier as part of Customer's normal business operations. At the request of the Supplier, the Customer is obliged to privately pledge to the Supplier any claims against third parties that will be obtained by Customer in case of such use or conveyance.

10.3. If Customer fails to fulfil its obligations under the Agreement entered into with the Supplier or in case the Supplier has reasonable grounds to suspect that the Customer may fail to fulfil its obligations, the Supplier has the right - without prejudice to the other rights as described in the General Conditions - to take back any goods supplied to the Customer. This right shall especially - but not exclusively - exist if goods of the Customer's are attached, if the Customer applies for a suspension of payment, if Customer's bankruptcy is applied for or declared, or if the Customer enters into any settlement with one or more of its creditors.

10.4. The Customer is obliged to allow the Supplier, if the Supplier uses its retention of ownership, access to the goods as supplied by the Supplier. For so far as necessary, the Supplier irrevocably authorises the Customer to exercise its right to take back goods supplied.

10.5. In case the ownership of the goods supplied by Supplier subject to reservation of ownership are at risk of being lost as a result of confusion of property, conversion, accession, processing or any other reason, Customer is obliged to notify Supplier of this without delay. Customer is obliged upon request of Supplier to establish an undisclosed pledge to the new good created as a result of confusion of property, conversion, accession, processing or any other cause, from goods supplied by Supplier subject to reservation of ownership and to give its full cooperation to the establishment of said pledge. The goods shall be subject to the right of pledge until Customer has complied with any and all its obligations under the Agreement, including interest and legal costs and extrajudicial costs. If Supplier or Customer orders that the goods are processed by and/or with a third party, this shall not affect Supplier's ownership rights in and reservation of ownership of the goods.

Article 11. Returns

11.1. The Supplier shall never be obliged to accept goods returned. After consultation with and approval of the Supplier, goods in standard sizes held in stock and quoted in the price list may be returned. Returned goods in special dimensions to connect to existing floors, herring bone floors and special patterns will never be accepted.

11.2. If goods are returned handling charges in the amount of at least twenty percent of the purchase price, and in addition to that, any freights due are charged. Remainders must be returned within one month after receipt. They must be free of damage and clean, and must have been stored free of moisture and heated. They must also be returned in their original packaging. Additional materials, separate parts and remainders of articles available upon request cannot be returned. All return shipments must be properly packed, delivered on pallets, in wrapping foil and or in banded bundles, and the wood must have the correct humidity level. If a return shipment does not meet these requirements, it will not be accepted, and will be returned for the account of Customer.

11.3. Return shipment takes place free at the Supplier's works or the place of business of the importer. Goods returned are forwarded for Customer's account and at Customer's risk.

Article 12. Choice of law and domicile

12.1. The legal relationship between the Supplier and Customer shall be governed by Dutch Law exclusively. The "Vienna Convention on the Sale of Goods" shall not apply, and is expressly excluded.

12.2. Disputes shall be settled by the competent Judge in the place of business of the Supplier, unless provided for otherwise in the General Conditions with respect to binding advice.

Deposited at the Chamber of Commerce on January 30, 2024