

Article 1 - Definitions

Mill Panel B.V. established in Mill is referred to below as "supplier" in these general terms and conditions. The term "counterparty" in these general terms and conditions means "any (legal) person who requests the supplier to provide a service or to deliver goods".

Article 2 - General

Unless explicitly agreed otherwise in writing, all offers made by the supplier and all commitments between the supplier and the counterparty are exclusively subject to the following conditions. The applicability of the general terms and conditions used by the counterparty is hereby explicitly rejected.

Article 3 - Offers

1. All offers made by the supplier are without obligation and apply for a term to be indicated by the supplier.
2. All prices are based on the cost factors applicable at the time of the offer. Changes to this before the delivery has taken place or completed, give the supplier the right to pass on in all fairness if these costs have increased in such a way since the conclusion of the agreement that it would not be reasonable for the supplier to incur the resulting increase in costs.

Article 4 - Agreement

1. The agreement is concluded when the supplier has confirmed it in writing within 14 days after it has received the order for delivery, or commences its execution.
2. Verbal agreements and stipulations are only binding on the supplier after and insofar as these have been confirmed in writing by the supplier.
3. Offers and commitments of intermediaries, representatives or employees of the supplier engaged by the supplier shall only bind the supplier after and insofar as these have been confirmed in writing by the supplier.

Article 5 - Information obligation

1. The supplier and the counterparty are obliged to provide each other with the information that may be necessary or relevant to the counterparty for the proper execution of the agreement.
2. The counterparty shall indicate the desired manner of processing and the standards to be observed by the supplier, failing which the supplier shall be free to choose the manner of processing. The NEN-EN-ISO standard to be specified by the counterparty is decisive for the manner of execution of the assignment. The counterparty is obliged to indicate for which purpose he will use

the ordered items. The counterparty is obliged to cooperate at its own expense with a prior proof that is decisive for the execution of the agreement. If the counterparty requires a test, this will be stipulated in agreement. If there is no proof, this is at the risk of the counterparty.

3. The supplier has the right to suspend the execution of the order until the moment that the counterparty has fulfilled the obligation mentioned in the previous paragraphs.

Article 6 - Delivery

1. Delivery takes place 'ex-factory or warehouse' of the supplier, unless otherwise agreed. The goods shall be deemed to have been delivered at the time when the goods are ready for shipment at the port of the supplier to the counterparty and the supplier has informed the counterparty thereof.
2. The calculation of the delivered goods shall take place in accordance with the number, weights and/or dimensions determined by the supplier on leaving the delivery site. When processing goods, the calculation takes place on the basis of the quantity supplied by the counterparty, measured at the moment of delivery of the goods for processing.
3. The supplier is entitled to deliver part-deliveries.

Article 7 - Additional work

The agreement includes the supplier's authority to charge separately for additional work carried out by him as soon as the amount is known to him. Any additional work is deemed to be all that is delivered by the supplier during the performance of the agreement above the quantities expressly laid down in the agreement or is performed by him in addition to the explicitly defined activities. The supplier shall also charge the additional part of a natural product unit that has been processed by the supplier on behalf of the counterparty as additional work.

Article 8 - Risk

From the moment of delivery by the supplier, the delivery is at the risk of the counterparty.

Article 9 - Use

Supplier designs and goods may only be used efficiently by the counterparty in accordance with previously agreed purposes. The counterparty will strictly follow the instructions of the supplier.



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Article 10 - Progress of the work

1. The counterparty must ensure that work and / or deliveries to be performed by others, which do not belong to the work of the supplier, are performed in such a timely manner that the execution of the work is not delayed.
2. If the commencement or progress of the work is delayed by factors for which the counterparty is responsible or at his own risk, the damage and costs resulting therefrom for the supplier must be compensated by the counterparty.

Article 11 - Performance time and method of implementation

1. An agreed performance time is not a deadline, unless expressly agreed otherwise.
2. The performance time commences when agreement has been reached on all technical details and after all necessary data, drawings and the like are in the possession of the supplier.
3. The delivery time is determined on the assumption that the supplier can continue to perform if the required materials will be delivered at the time of the offer. Natural processes such as drying prolong the performance time without the supplier being in default.

Article 12 - Execution by third parties

The supplier is entitled to outsource the contract or parts of it to or have it performed by third parties not employed by him, if this, in his opinion, promotes a good or efficient execution of the contract.

Article 13 - Return shipments

Return shipments or non-acceptance of agreed services shall in no way release the counterparty from payment obligations. Transport and all associated costs are at the expense of the counterparty.

Article 14 - Risk of storage

1. The risk of damage or loss of goods or information stored or in use by the supplier or third parties from the counterparty or securities such as bills of lading is expressly for the counterparty.
2. The risk of damage or loss of goods or information of the counterparty during transport or shipment is always for the counterparty, regardless of whether the shipment is made by or on behalf of the counterparty, the supplier or third parties.
3. The counterparty indemnifies the supplier against all third-party claims relating to the damage or loss of the items referred to in the preceding paragraphs.

Article 15 - Liability

1. In the case of liability of the supplier, the supplier shall never be obliged to compensate a higher amount of damage than the invoice amount of the relevant delivery or part thereof, or at least the part that the counterparty has paid on it. In no case shall the supplier be liable for consequential damage, trading loss, damage as a result of exceeding the delivery time of the supplier and / or third parties in whose hands the goods have been transferred, or with whom the supplier has contracted.
2. The counterparty shall indemnify the supplier against all third-party claims in respect of goods delivered by the supplier which may have caused third parties damage, regardless of the cause or the time at which the damage was suffered.
3. Any right of the counterparty to claim damages shall lapse if the claim is not made known to the supplier in writing within one month of the discovery of the cause of the damage and if it has not been brought to court within a year.
4. If and insofar as the delivered goods are covered by the warranty conditions of the supplier, this guarantee does not extend further than stipulated in the guarantee regulations.
5. In cases where liability of the supplier is limited or excluded, the supplier stipulates this limitation or exclusion also for the benefit of his subordinates and third parties that he has engaged in the implementation of the agreement.

Article 16 - Force majeure

1. In the event that the agreement is found to be unworkable as a result of force majeure or similar circumstances, the supplier shall have the right to consider the agreement dissolved without being obliged to pay any compensation and without prejudice to the right to payment in proportion to the executed part of the assignment, or to claim that the agreement will be adjusted in such a way that fulfilment will still be possible. In the latter case the multiple or lesser costs of execution will be settled, whereby the supplier has the right to charge for unnecessary costs.
2. Force majeure equated war, in which the Netherlands is involved or not, mobilization, promulgation of the state of war or siege, revolt, government measures that prevent or impede the execution of the order, strike or exclusion, transport stagnation, stagnation in the supply of materials to the supplier, fire, flood, exceptional weather conditions and all other conditions independent of the will of the supplier that make the execution of the assignment more difficult or impossible.

Article 17 - Complaints

1. Complaints by number must be submitted to the supplier in writing, on delivery or storage of the goods, and the complaints on quality within 8 days after delivery, such forfeiture of the right to invoke the fact that goods are not answer the agreement.
2. Complaints or claims of the counterparty do not give the counterparty the right to suspend payments or to compensate counterclaims with payments due to the supplier.

Article 18 - Retention of title

1. The ownership of the delivered goods shall not transfer to the counterparty until all invoices issued by the supplier to the counterparty have been paid. The counterparty is deemed to have held or kept the goods for the supplier until then.
2. The supplier reserves a right of pledge for every transfer of goods for the payment of all that the counterparty owes to the supplier for whatever reason.

Article 19 - Payment

1. Unless otherwise stated on the invoice, payment must be made within 30 days of the invoice date. If the payment is not paid within the aforementioned period, the counterparty will then be in default.
2. From the day that the counterpart is in default, the counterparty will owe default interest of 1% per month, whereby part of the month will be counted as a full month.
3. The supplier is entitled to invoice in parts.
4. Payment of additional work, costs on behalf of the counterparty and settlement of this shall take place as soon as this has been charged to the counterparty, together with the principal sum.

Article 20 - Costs

All costs, including costs of legal proceedings and costs of extrajudicial collection, which the supplier makes within the framework of the agreement or are recovered from the supplier, are at the expense of the counterparty. The extrajudicial costs are set at 15% of the amount to be collected unless the supplier demonstrates that the actual extrajudicial costs are higher, in which case these are fully at the expense of the counterparty.

Article 21 - Security

The supplier is at all times entitled to delay proceedings to request the counterparty to pay the agreed performance in advance or provides security for the fulfillment of all that the counterparty owes or will owe to the supplier for whatever reason. The counterparty is obliged to comply with this at the supplier's first request.

Article 22 - Claimability

1. If the counterparty is in default, applies for suspension of payments, is in a state of bankruptcy, is obliged to pay, or if there are reasonable doubts about the counterparty's links, all claims of the supplier against the counterparty are immediately due and payable.
2. The counterparty is due a penalty not open to moderation of 10% of the agreed performance from the moment he is in default.

Article 23 - Duration of the agreement

1. The assignment ends in the following cases: a) If the supplier has fulfilled the order given to him b) After a written statement from the supplier to the counterparty in the following cases: - if the counterparty carries out the order itself or impedes it - circumstances of such a nature that continuation of the order of the supplier cannot be required or have not led to or will lead to the desired result. c) In the case of long-term contracts after written cancellation by the counterparty or the supplier with due observance of a period of 2 months.
2. In the cases referred to in paragraph 1 under b and c, the supplier shall be entitled to full compensation plus the costs he has incurred as a result of the non-completion and the damage he has suffered as a result of this and reduced by the costs saved by the termination. Claims from the supplier and the counterparty to what is otherwise due in respect of the agreement remain unresolved.

Article 24 – Applicable law

1. Dutch law shall apply to the agreement between the supplier and the counterparty and the obligations arising from this.
2. Disputes between the supplier and the counterparty shall be tried by the competent court of the supplier's place of business, unless the supplier, as plaintiff, may give preference to the competent court for the counterparty as defendant.