



heywood
VLOEREN

General Terms and Conditions

All of our business activities and performances, contracts, sales, offers, delivery of goods and services are governed by these present terms and conditions. Goods are delivered according to the "General delivery and payment conditions agreed by Van der Heijden & Zonen LTD Companies," and trades are conducted under the name "Heywood Vloeren LTD" located in Oss, The Netherlands, at Scheldestraat 30, 5347 JD.

Price:

- 1 Our current price list is our official price reference and that is valid until the new price list is made and/or another price is agreed between Heywood and the buyer.
- 2 The prices are excluding VAT.
- 3 The prices are excluding transportation costs and Customs charges.
- 4 Our prices are based on commission orders.
- 5 The prices for special requests are valid for one month after the dispatch date of the offer. After the time limit, the offer is no more valid.
- 6 On sample material (depending on the product) we can offer a discount up to 25%.

Payments:

Payment should be before delivery.

Delivery:

The exact delivery time should be discussed with sales Department and it depends on:

- 1 The quality and quantity of the order.
- 2 The availability of the material in stock.
- 3 Delivery Destination.

All transportation costs and customs charges are on buyer side. However Heywood vloeren can arrange for the transportation of the orders to the domestic and foreign destinations. But even if Heywood arranges for the transportation of the goods, the risk passes to the buyer when the goods are handed over to the first carrier for transmission to the buyer in accordance with the contract of sale. Therefore the customer is advised to take out proper insurance to cover the possible risks.



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In case of the circumstances beyond our control that affects our normal performance and/or delivery of the goods, we are entitled to exceed the appointed time limit to another delivery time.

If the customer fails to collect the order at the delivery time, the order will be delivered to someone else with customer's consent or it will be brought back to us and later we will send it to the customer again, on his/her cost.

Obligations of Buyer:

On instruction of Heywood Vloeren, the buyer must remove all the factors which might cause damages to the delivered goods and store the delivered goods in a suitable place with proper humidity and temperature. In varying conditions (humidity and temperature), wood shrinkage and expansion will happen. If the storage of the goods is not done in a proper way, the warranty on the delivered goods cannot be applied. While receiving a delivery, the buyer must check whether the delivery corresponds with his/her order and the contract.

Complaints:

Regarding the shortages or visible defects, the complaints must be reported to Heywood Vloeren in written at latest within 8 days after delivery date. Objection regarding the invoices must be made in written within 5 days after the dispatch date of the invoice.

The complaints or objections after the appointed deadlines won't be accepted.

If the buyer, without Heywood consultancy, processes the product to remove the problem, the complaint won't be handled. If the third party, without Heywood consultancy, does some repairs or changes or even extra treatments on the delivered floor by Heywood, the complaint won't be handled.

The complaint shall at most cause a claim for replacement of the delivered products or remedy of the defect. If the damages happen through the intention or negligence from the buyer, referring to obligation of the buyer, Heywood vloeren is not obliged to pay compensation.



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In case of returning of a shipment, without the written agreement of Heywood, the returned products wont be accepted. A wooden floor is a natural product and is allowed for a processing (shrinkage or expansion) to a certain degree. Therefore no floor will be returned as a result of this natural process.

Warranty:

In varying conditions (humidity and temperature), wood shrinkage and expansion will happen. If the storage of the goods is not done in a proper way, based on Heywood instruction, the warranty on the delivered goods cannot be applied.

If it becomes clear that the third party, without Heywood written permission or consent, has done some repairments or changes or even extra treatments on the delivered floor by Heywood, then each and every warranty obligation which is on the part of Heywood Vloeren shall expire. The warranty obligation is applicable only if the buyer performs his/her obligations according to the relative agreements with Heywood Vloeren.

Heywood Vloeren is responsible to deliver the buyer the goods in accordance with the specifications including : quality, quantity, grading and etc. as described in the order confirmation.

Force majeure:

Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a party from complying with any of its obligations under its Contract, including but not limited to:

- 1 Act of God such as, earthquakes, and floods.
- 2 War and hostilities.
- 3 Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- 4 Contamination by radio-activity from any nuclear fuel, or other hazardous or explosive stuff.
- 5 Riot, commotion, strikes, go slows, lock outs or disorder.
- 6 Acts or threats of terrorism.

If Heywood Vloeren is not able to perform its obligations according to the agreement, due to force majeure or due to any other extraordinary



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circumstance, including but not limited to industrial action, stagnation in the supply of products, port strikes and fire, either at Heywood Vloeren or at its suppliers, then Heywood Vloeren shall be entitled to implement the agreement within a reasonable time limit or to declare the agreement to be dissolved, either fully or partly, In case it seems impossible to fulfill the contract within a reasonable time limit.

In this case, the buyer shall not be entitled to dissolve the agreement.

Dissolution:

If the buyer doesn't comply one or more of its obligations appointed in the agreement, or late or improperly, then Heywood Vloeren shall be entitled, without any judicial intervention or paying any compensation, to suspend the delivery of the order(s) and/or to dissolve the relevant sale and purchase agreement with the buyer.

Applicable law and disputes:

Dutch law is the only applicable law to the agreements concluded between Heywood Vloeren and the buyer. All of the disputes between Heywood Vloeren and the buyer are brought to the competent court in 's-Hertogenbosch. or, at the discretion of Heywood Vloeren, the competent court in the district where the buyer holds its registered office or residence.

Contacts:

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Chamber of Commerce No: 1722 7785

Bank: Rabobank Bernheze Maasland:

Nr.: 1116.54.262

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BIC-code: RABONL2U

Opening time: Monday to Friday
08.00 - 17:00