GENERAL TERMS AND CONDITIONS OF SALE

1 **Identity, definitions and scope: 1.1** These general terms and conditions apply to every quotation, order, sale, manufacture, delivery, export, contract for works, installation, repair and related service performed by NOBEL Flooring BV, registered office at Steenweg op Gierle 284/1, 2300 Turnhout, Belgium, company number BE 0840.846.055 (hereinafter 'Nobel').

1.2 'Customer' means any natural or legal person contracting with Nobel. A 'Consumer' is a natural person acting for purposes outside their trade, business or profession; any other Customer is a 'Professional Customer'. 'Goods' includes parquet flooring, wooden components and accessories. 'Works' includes site preparation, levelling, installation, finishing, maintenance and repairs expressly included in Nobel's order confirmation.

1.3 The following order of precedence applies in the event of conflict: (i) Nobel's signed order confirmation or specific agreement, (ii) the quotation and its expressly accepted technical annexes, (iii) these terms and conditions. Plans, specifications or purchasing terms issued by the Customer apply only if Nobel expressly accepts them in writing.

1.4 The Customer acknowledges having received these terms and conditions before entering into the contract. Acceptance of a quotation, payment of an advance, delivery of materials or commencement of the Works constitutes acceptance. The Customer's general terms and conditions are excluded, unless Nobel expressly accepts a specific provision in writing.

1.5 Mandatory consumer law prevails. If any provision is invalid or unenforceable, it shall be limited to what is legally permissible and the remaining provisions shall continue in effect.

2 **Quotations, orders and scope of work: 2.1** Unless stated otherwise, quotations are valid for thirty days and are non-binding until Nobel issues written confirmation. An order becomes binding when Nobel confirms it in writing, starts performance with the Customer's consent or receives the agreed advance.

2.2 Only Goods and Works expressly described in the order confirmation are included. Demolition, structural work, moisture remediation, drying, heating protocols, moving furniture, utility connections, protection against other trades, painting, plastering, Mortex, microcement, resin, coating, tiling and other finishing works are excluded unless expressly listed.

2.3 Quantities and measurements based on plans or preliminary site information are estimates until final measurement. Variations, additional work, waiting time and adaptations caused by incorrect or incomplete information are charged at the agreed rates or, failing those, at Nobel's customary rates. For Consumers, additional work requiring additional payment shall be submitted for prior approval whenever reasonably possible.

2.4 Samples, photographs, visualisations and showroom displays are indicative. They cannot reproduce every natural variation in timber, colour, grain, texture, sheen, ageing or handmade finishing.

3 **Customer cooperation and site coordination: 3.1** The Customer shall provide complete and accurate plans, dimensions, schedules and information concerning the intended use, loads, subfloor, moisture, underfloor heating, building services and other trades. Nobel is entitled to rely on that information unless its inaccuracy is manifest.

3.2 The Customer shall ensure safe and unobstructed access, electricity, water, lighting, ventilation, storage, waste arrangements and a clean, enclosed, dry and heated site suitable for the agreed performance.

3.3 The Customer or main contractor coordinates all trades and the overall construction sequence. Nobel is not responsible for delays, contamination, damage or incompatibilities caused by other contractors, suppliers, occupants or site conditions outside Nobel's agreed scope.

3.4 Nobel may postpone or suspend performance if the site is unsafe or unsuitable, or if agreed conditions are not met. Resulting waiting, travel, storage, mobilisation and rescheduling costs are borne by the Customer insofar as the cause is attributable to the Customer or persons for whom the Customer is responsible.

4 **Subfloor, climate and underfloor heating: 4.1** Unless preparation is expressly included, the Customer is responsible for a stable, sufficiently flat, cohesive, clean and permanently dry subfloor that is suitable for the chosen floor system. Structural movement, rising damp, residual construction moisture, leaks and defects in screeds, slabs, joists or building envelopes remain outside Nobel's scope.

4.2 The building must be wind- and watertight and have a stable indoor climate before, during and after installation. Underfloor heating must be commissioned and operated in accordance with the prescribed heating and cooling protocol. The Customer shall maintain the temperature and relative humidity ranges communicated by Nobel or the relevant manufacturer.

4.3 Moisture, temperature and humidity measurements are snapshots taken at accessible points. Unless Nobel expressly accepts a separate monitoring obligation, they do not guarantee the absence of hidden or future moisture, leaks, condensation or climate fluctuations.

4.4 If Nobel identifies a manifestly unsuitable condition, it shall warn the Customer and may record a reservation, recommend corrective measures or suspend the Works. Continuing at the Customer's informed written request does not make Nobel liable for consequences attributable to that condition, subject to mandatory law.

5 **Timber, manufacture, samples and tolerances: 5.1** Timber is a natural material. Differences in colour, grain, knots, sapwood, pores, texture, dimensions, sheen, oxidation and ageing, as well as seasonal movement, are inherent characteristics and are not defects when they remain within the agreed sample, classification or normal trade tolerances.

5.2 Nobel performs in accordance with the expressly agreed specifications and applicable mandatory standards. Minor deviations that do not materially impair normal use or the agreed appearance do not constitute non-conformity.

5.3 Where a specified material or component becomes unavailable, Nobel may propose a technically and aesthetically equivalent alternative. A material change requires the Customer's approval; a Consumer retains all mandatory rights.

5.4 Custom-made and handmade Goods may show reasonable dimensional and visual tolerances. The Customer shall verify all dimensions, patterns, colours, grading and finishing choices stated in the order confirmation before production.

6 **Prices, taxes and adjustments: 6.1** Prices are stated exclusive of VAT, duties, import taxes, customs charges, insurance, special packaging, unloading, cranes, permits, storage and local levies unless expressly stated otherwise. Consumer quotations show the total price or a transparent method of calculation as required by law.

6.2 For Professional Customers, Nobel may adjust the unperformed portion of the price where documented costs of raw materials, energy, labour, transport, exchange rates, duties or mandatory measures increase after the quotation. The adjustment shall reflect the actual cost impact. If it exceeds ten per cent, the Professional Customer may cancel the unperformed portion within eight days of notice, subject to payment for completed work and committed custom production.

6.3 Prices for Consumers may be revised only where the contract contains a lawful, objective and reciprocal price-revision mechanism or where the Consumer expressly accepts a change.

7 **Invoicing and payment: 7.1** Invoices are payable according to the agreed schedule and, failing a specific term, within eight calendar days of the invoice date. Advances may be required before procurement, production, dispatch or installation. Payment shall be made without set-off or deduction except where required by mandatory law.

7.2 A Professional Customer in default owes, automatically and without prior notice, interest and compensation in accordance with the Belgian Act on combating late payment in commercial transactions. Nobel may also recover reasonable collection costs not covered by the statutory fixed compensation.

7.3 A Consumer is placed in default only after the free reminder and waiting period required by Book XIX of the Belgian Code of Economic Law. Thereafter, interest is limited to the statutory maximum and fixed compensation may not exceed: EUR 20 for a balance up to EUR 150; EUR 30 plus 10% of the amount between EUR 150.01 and EUR 500 for a balance from EUR 150.01 to EUR 500; and EUR 65 plus 5% of the amount above EUR 500, capped at EUR 2,000, subject to future mandatory amendments.

7.4 Payments are first allocated to recoverable costs and interest and then to the oldest outstanding principal, unless mandatory law provides otherwise. A dispute concerning one invoice does not suspend payment of undisputed amounts.

8 **Delivery, transport and worldwide exports: 8.1** For international deliveries, the agreed Incoterms® 2020 rule and named place stated in the order confirmation determine delivery obligations, risk and costs. If no Incoterm is stated, delivery takes place at Nobel's premises and the Customer arranges collection.

8.2 Risk passes at the time determined by the agreed Incoterm or, for installed Goods, upon handover of the relevant Works, except where mandatory consumer law provides otherwise. Retention of title is governed separately by Article 10.

8.3 Unless the chosen Incoterm expressly places an obligation on Nobel, the Customer is responsible for import licences, customs clearance, local duties and taxes, destination-country product requirements and suitable access, unloading and storage.

8.4 Performance is subject to applicable export controls, sanctions, embargoes and carrier restrictions. Nobel may suspend or refuse an unlawful transaction without liability and shall refund amounts relating to the unperformed part after deducting lawful, unavoidable costs.

8.5 The Customer shall inspect packaging and quantities on receipt and record visible transport damage on the carrier's document before signing. This does not restrict a Consumer's mandatory rights.

9 **Time limits, planning, storage and force majeure: 9.1** Delivery and performance dates are estimates unless expressly confirmed as binding. They commence only after receipt of all approvals, measurements, information, access and payments required from the Customer.

9.2 Neither party is liable for delay or non-performance caused by an event beyond its reasonable control that could not reasonably have been foreseen or avoided, including natural disasters, fire, epidemic measures, war, civil unrest, sanctions, government restrictions, strikes, transport disruption, utility failure or exceptional shortage of materials.

9.3 The affected obligation is suspended for the duration and impact of the event. The affected party shall notify the other party and take reasonable mitigating steps. If performance becomes permanently impossible or is delayed for more than ninety days, either party may terminate the unperformed part without compensation, while completed work, delivered Goods and unavoidable commitments remain payable.

9.4 If the Customer postpones delivery or installation after the Goods are ready, Nobel may store them at the Customer's risk and charge reasonable handling, insurance and storage costs after notice.

10 **Retention of title: 10.1** All Goods remain Nobel's property until full payment of all amounts due under the relevant contract, including permitted interest and costs. Risk may nevertheless pass earlier under Article 8.

10.2 A Professional Customer shall keep unpaid Goods identifiable, properly stored and insured, and shall not pledge or dispose of them outside the ordinary course of business. It shall immediately notify Nobel of attachment or third-party claims.

10.3 Subject to applicable law and without breaching the peace, Nobel may recover unpaid Goods after termination or an enforceable payment default. The Customer shall provide reasonable access. Recovery does not waive Nobel's claim for any remaining balance or damage.

11 **Performance, handover and use: 11.1** Nobel shall perform the agreed Works with reasonable professional care. Minor outstanding items that do not prevent normal use do not justify refusal of handover; they shall be recorded and remedied within a reasonable period.

11.2 Handover takes place when the Works are presented as complete, put into use or signed off, subject to any recorded reservations. The Customer shall identify visible defects or incomplete items specifically at handover or as soon as reasonably possible thereafter.

11.3 After handover, the Customer is responsible for correct cleaning, maintenance, climate control, spill management and protection of the floor in accordance with Nobel's or the product manufacturer's instructions.

11.4 After handover, the Customer shall protect Nobel's Goods and Works against damage by other contractors, occupants or users. Repair of such damage is not covered by any guarantee and, if entrusted to Nobel, is charged as additional work.

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12 **Separation of Nobel's Works and subsequent finishing works: 12.1** Nobel is responsible only for the Goods and Works expressly supplied or performed by Nobel and only to the extent that a defect is directly attributable to Nobel. Nobel does not assume responsibility for the overall construction, the work of other contractors or the compatibility and performance of a finishing system selected or applied by another party.

12.2 Where Nobel supplies or installs parquet flooring, its responsibility is limited to that parquet flooring and the installation operations included in its order. Damage, staining, cracking, detachment, discolouration or other defects in painting, plastering, skirting, joinery, glazing, walls, ceilings or any other adjoining or later finish are not covered merely because they become visible after the parquet installation.

12.3 Where Nobel installs a levelling compound or levelling layer but does not apply the final finish, Nobel's responsibility is limited to the agreed levelling work. Nobel is not responsible for Mortex, microcement, resin, coating, tiling or another finish subsequently applied by a third party, nor for the performance of the complete multi-layer system.

12.4 Before starting, the contractor performing the remaining works or final finish must professionally assess whether the substrate and site conditions are suitable for its own system. That contractor shall verify at least the relevant flatness, cohesion, tensile strength, dryness, cracks, joints, contamination, primer compatibility, curing time, temperature and humidity; follow its manufacturer's instructions; and determine any additional preparation, reinforcement, decoupling or correction required. Existing construction and expansion joints must be respected and, where required by the chosen finish, carried through or treated with a suitable profile.

12.5 Any objection or request for correction by the finishing contractor must be submitted to Nobel and the Customer in writing before that contractor proceeds, with specific reasons and supporting measurements where relevant. By starting or continuing without such a written reservation, the finishing contractor confirms, as between the contracting parties and to the extent permitted by law, that the visible condition of the substrate was suitable for its system.

12.6 Cracking, debonding, blistering, colour variation or other damage in a third-party finish is not attributable to Nobel solely because Nobel performed an underlying layer. Nobel is liable only where a technical investigation demonstrates a defect in Nobel's own layer and a direct causal link between that defect and the claimed damage. Movement or defects originating in the building structure, screed, services, moisture conditions, expansion joints, third-party products or application methods remain excluded.

12.7 If Nobel carries out a correction recommended by the finishing contractor, this does not make Nobel the designer, applicator or guarantor of that contractor's finishing system, unless Nobel expressly accepts that wider responsibility in writing. Nobel shall nevertheless warn of an obvious unsuitability known to it.

13 **Guarantee and conformity: 13.1** Where the contract qualifies as a consumer sale, the Consumer benefits from the statutory two-year conformity guarantee and all other mandatory remedies under Belgian law. Nothing in these terms restricts those rights.

13.2 In addition, Nobel grants a ten-year commercial guarantee on parquet components manufactured by Nobel for proven manufacturing defects, commencing on delivery. This commercial guarantee applies only to the original Customer, does not replace the legal guarantee and is subject to correct installation, use, maintenance and climate conditions.

13.3 Third-party products are covered by the applicable statutory rights and any transferable manufacturer's guarantee. Natural colour changes, oxidation, exposure to light and normal ageing are not guaranteed.

13.4 To the extent permitted by law, guarantees exclude normal wear, scratches, impact, indentation, contamination, incorrect cleaning, inadequate maintenance, excessive or insufficient humidity, water ingress, leaks, building or subfloor movement, underfloor-heating misuse, infestation, fire, alterations, repairs or finishes by third parties, and failure to follow written instructions.

13.5 After a valid claim, Nobel may inspect and, at its option and subject to mandatory consumer remedies, repair, replace or reperform the defective part. A remedy does not cover unrelated finishes or consequential reinstatement outside Nobel's agreed scope unless liability for that damage follows from mandatory law.

14 **Inspection and complaints: 14.1** Complaints must describe the alleged defect precisely, identify the affected area or Goods and include available photographs, batch information and relevant site data. The Customer shall distinguish visible defects from defects that could not reasonably have been discovered at handover or delivery.

14.2 A Professional Customer shall notify visible defects in writing within eight calendar days after delivery or handover and hidden defects within thirty calendar days after discovery, and in any event within the applicable statutory limitation period. Late notice bars the claim only to the extent that the delay prejudices Nobel's investigation or remedy. Mandatory consumer time limits remain unaffected.

14.3 The Customer shall preserve the relevant condition and give Nobel a reasonable opportunity to inspect and remedy before destructive investigation, removal or third-party repair, except where urgent action is reasonably necessary to prevent further damage. Evidence and removed materials shall be preserved where possible.

14.4 A complaint does not suspend payment of undisputed amounts. Participation in an inspection or settlement discussion does not constitute an admission of liability.

15 **Liability: 15.1** Nobel is liable only for damage proven to result directly from a contractual or statutory failure attributable to Nobel. The claimant must establish the defect, damage and causal link, subject to mandatory rules on burden of proof.

15.2 For Professional Customers and to the extent permitted by law, Nobel is not liable for indirect or consequential loss, including loss of profit, production, use, opportunity, goodwill or business interruption. Nobel's aggregate liability is limited to the higher of the net invoice value of the defective part of the contract and the amount actually paid under Nobel's applicable liability insurance.

15.3 No exclusion or limitation applies to fraud, wilful misconduct, gross negligence where limitation is prohibited, death or personal injury caused by negligence, mandatory product liability, or any liability that cannot lawfully be excluded or limited.

15.4 To the extent permitted by Book 6 of the Belgian Civil Code, a Professional Customer shall base claims arising from performance primarily on the contract and shall not pursue Nobel's employees, directors, subcontractors or other auxiliaries on an extra-contractual basis where they may invoke the same defences and limitations. This provision is stipulated for their benefit. Mandatory rights remain unaffected.

15.5 Each party shall indemnify the other only for third-party claims to the extent caused by its own attributable breach, fault or persons for whom it is legally responsible. No party is required to indemnify another for that other party's own fault.

16 **Cancellation, suspension and termination: 16.1** If the Customer cancels before completion without an attributable breach by Nobel, the Customer shall pay for completed work, delivered Goods, non-cancellable commitments, custom production, demobilisation and Nobel's demonstrable lost profit, insofar as lawful. For contracts for works, this reflects Article 1794 of the former Belgian Civil Code where applicable.

16.2 A Consumer's statutory right of withdrawal applies where legally required. It may be lost for Goods made to the Consumer's specifications or clearly personalised, and for services fully performed after the Consumer's prior express consent and acknowledgement, in accordance with Book VI of the Belgian Code of Economic Law.

16.3 Either party may suspend or terminate in accordance with Book 5 of the Belgian Civil Code after a sufficiently serious breach and any required notice or cure period. Immediate action is permitted where the law allows it, including insolvency risk or an unequivocal refusal to perform.

16.4 For Professional Customers, Nobel may require advance payment or reasonable security if objective information indicates a material deterioration in creditworthiness. Performance may be suspended until security is provided.

17 **Intellectual property and documentation: 17.1** Designs, drawings, samples, patterns, specifications, photographs, know-how and production methods supplied by Nobel remain Nobel's intellectual property unless expressly transferred in writing.

17.2 The Customer may use project documentation only for the agreed project and may not reproduce, commercialise or disclose it to manufacture competing products, except where required for operation, maintenance, legal compliance or the completion of the project.

18 **Governing law and disputes: 18.1** Belgian law governs the contract. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded unless the order confirmation expressly provides otherwise.

18.2 The parties shall first attempt in good faith to resolve a dispute through written consultation and, for technical issues, a joint inspection or independent expert review where proportionate. This does not prevent urgent interim relief or interrupt mandatory time limits.

18.3 For disputes with a Professional Customer, the courts of the judicial district of Antwerp, Turnhout division, have exclusive jurisdiction, without prejudice to Nobel's right to sue at the Customer's registered office. A Consumer may bring or face proceedings only before the courts competent under mandatory law.

18.4 This English text is a translation of the Dutch-language terms. In the event of discrepancy or ambiguity, the Dutch-language version prevails, unless the parties expressly agree in writing that the English version is controlling.