

Boen Hardwood Flooring – Terms and conditions

1. SCOPE OF APPLICATION

1.1 These general terms and conditions of sale and delivery (the Agreement) shall apply to all purchase and delivery orders that the Buyer (the Dealer, the Distributor, or any company that buys and sells products supplied by BOEN HARDWOOD FLOORING) submits to BOEN HARDWOOD FLOORING as the Seller (the Manufacturer).

2. OFFERS, ORDERS AND DELIVERY

2.1 Any pricing from the Seller or its representative must be confirmed in writing to be valid. Such pricing from the Seller must be accepted in writing by the Buyer within 30 days. Otherwise, the pricing may lapse.

2.2 All purchase orders shall be in writing and are subject to the Seller's written order confirmation. All pricing is EXW Seller's warehouse location unless stated otherwise. All orders of 10 pallets or more receive delivered pricing. Any deviation from this is solely at the Seller's discretion.

2.3 The goods shall be delivered as specified in the order confirmation. The delivery date stated in the order confirmation is to be regarded as indicative.

2.4 The Seller maintains a minimum advertised price policy for its goods. This policy must be adhered to when pricing to the end user. For further information, visit <https://boen.com/en-us/term-and-conditions/>

3. QUALITY AND QUANTITY

3.1 All products shall be manufactured in accordance with normal industry standards and the Seller's own quality requirements at all times. Sizing, grading and manufacture of the product shall be in accordance with EN 14342, or at the Seller's discretion.

3.2 The Seller accepts no liability for immaterial defects which are not visible under ordinary circumstances.

3.3 If the specification of quantities and sizes of the delivered products is described as "approximately, approximately, approximately, about" or similar expressions, the Seller shall be entitled to deviate from the said figures by up to 5%, either more or less, without any change in the agreed price being required. The Seller shall also be entitled to deliver up to 10% short lengths without prior notice.

3.4 Notwithstanding the above provisions, the Seller reserves the right to make partial delivery within a reasonable time.

4. FORCE MAJEURE - EXEMPTION FROM LIABILITY

4.1 Neither party shall be liable for failure to perform its obligations under this Agreement if such failure is due to acts of public authority, flood, fire, war, riot, civil commotion, civil commotion, natural disaster, strike, lack of access to machinery, equipment, raw materials or supplies, or other circumstances beyond the control of the parties, provided that the party prevented or delayed makes all reasonable efforts to remove the hindrance and to perform at the earliest possible time.

4.2 If the hindrance lasts for a period of more than 3 months, the Buyer shall be entitled to be released from the contract in respect of the unfulfilled part. If the delivery period is extended, if the Seller is released from its obligations, or if the above-mentioned force majeure provision applies, the Buyer shall not be entitled to claim any form of compensation from the Seller. The Seller may only invoke the above exemptions from liability if he has informed the Buyer of the relevant circumstances as soon as possible.

4.3 In the event of force majeure or other impediment to performance beyond a party's control, which the party could not reasonably be expected to have taken into account when entering into the Agreement or to avoid or overcome the consequences of, the other party may not claim compensation or assert other remedies for breach of contract as long as the impediment exists. Correspondingly, the other party's counter-performance is suspended for as long as the obstacle exists. If the obstacle or the inability to overcome its consequences still exists two months after it occurred, the injured party may terminate the Agreement with one month's written notice.

5. TERMS OF PAYMENT

5.1 Unless the Seller has agreed otherwise in writing, payment is due net 30 days after the invoice date.

5.2 If the accepted credit period is exceeded, shipments to customer may be suspended until balance is settled

5.3 Partial deliveries shall be invoiced separately, according to the scope of the delivery.

5.4 If there is a delay in payment for a partial delivery, the Seller is entitled to demand advance payment for the remaining deliveries.

5.5 The Seller is entitled to use payments to cover older debts, provided that the Buyer is notified of the payment distribution made. When costs and interest have already been incurred, the Seller is entitled to recover costs first, then interest and finally the remaining principal claim.

5.6 If it becomes obvious from the Buyer's conduct that the Buyer cannot fulfill his obligations to pay the partial deliveries, or due to a

significant impairment of his creditworthiness (such as cheques being dishonored, delayed payments, etc.), the Seller shall be entitled to set aside the fulfilment of his obligations, or to demand advance payment for the remaining deliveries or to demand any other form of security for such deliveries.

5.7 The Buyer shall only be entitled to set-off, right of retention or right to a price reduction if such claims are undisputed or can be enforced.

6. INSPECTION AND INSTALLATION

6.1 The Buyer and/or the installer is obliged to inspect the products before assembly. An assembled product is considered accepted. No claims based on cosmetic/aesthetic conditions will be accepted after installation. In case of complaints, only claims according to EN 14342 and the quality standard that was available on boen.com when the agreement was entered into will be accepted.

6.2 The seller does not take responsibility for requirements for the installation of heating systems in the subfloor. The manufacturer of underfloor heating or cooling systems is responsible for compatibility with parquet (engineered hardwood) flooring. National Wood Flooring Association (NWFA) guidelines must be followed.

6.3 The seller is not responsible for the result of installation, as this depends on, among other things

- the quality of the subfloor and other construction elements
- the nature of the building (indoor climate during and after installation, etc.)

- correct installation according to National Wood Flooring Association (NWFA) guidelines and the Seller's installation instructions

- the use of the floor, the location of the room, the type of surface treatment and correct treatment and maintenance of the floor, etc.

7. RETENTION OF TITLE

7.1 The Seller is the sole owner and retains title to any documentation, drawings, specifications and any other material delivered by the Seller, either in writing or electronically. Such material shall only be used in connection with deliveries from the Seller and shall under no circumstances be copied or distributed to any third party or unauthorized person.

7.2 The delivered goods remain the property of the Seller until all claims against the Buyer have been paid in full, including future claims and claims arising out of any unsettled accounts. If the Buyer is in material breach of contract - in particular by default of payment - the Seller shall be entitled to recover goods sold subject to retention of title or to claim assignment of the Buyer's rights against one or more third parties. Neither such recovery, nor the Seller's attachment of the goods sold with retention of title, shall imply any exemption from performance of the contract.

8. COMPLAINTS

8.1 The Buyer is obliged to inspect the delivery immediately after receipt of the goods. Defective delivery or visible damage to the packaging or the product shall be noted on the consignment note upon delivery.

8.2 The Buyer is obliged to notify the Seller immediately, and no later than one week after delivery, when he discovers or should have discovered damage or other defects in the delivered goods. All complaints regarding quality, quantity, etc. shall be made in writing and contain sufficient information about:

- delivery time
- purchase order number/invoice number
- an account of the specific basis for the complaint
- documentation, including photographs, technical reports, etc.

8.3 The Seller shall confirm receipt of the claim in writing, and at the same time determine whether an inspection is necessary.

8.4 In the event of a complaint, the Buyer is obliged to receive the goods and to store them properly. Storage and administration costs in connection with such activities are not compensatory and shall be borne by the Buyer.

8.5 For goods in unbroken packaging, the Buyer shall examine the delivery for possible deviations from the contract. If the Buyer fails to notify any deviation in writing within one week from the day he received the delivered goods, any possible claim shall be foreclosed.

8.6 If a claim is made in relation to the shipment, the Buyer shall be precluded from claiming deviations from the contractual quantity if he makes use of the shipment in any way. Both the goods and the packaging shall be stored securely by the Buyer until the claim has been settled between the parties.

8.7 Claims for damages as a result of defective delivery or loss, either against the Seller or his individual employees or agents, shall be excluded except in cases of intent or gross negligence. Nor can compensation for indirect or consequential loss be claimed as a result of non-performance by the Seller. If liability is based on a written guarantee to secure the customer against the risk of such damage, the provisions on the Seller's liability shall take precedence. All liability shall be limited to damage that was foreseeable at the time the agreement was entered into.

8.8 Claims regarding installed floors shall be carefully noted and documented as described in section (2). The Buyer shall not be entitled to remove the floor or parts thereof prior to approval by the Seller.

9. REMEDIES FOR BREACH OF CONTRACT

9.1 In the event of a justified complaint, the Seller has the unilateral right to decide whether to rectify or redeliver. Re-delivery shall take place within a reasonable time and on the terms originally agreed. In cases where rectification or redelivery takes place, the Buyer may not additionally claim any form of compensation or price reduction.

9.2 The Buyer may cancel the contract if an accepted complaint involves a material breach of the contract. Cancellation of the contract cannot be claimed if the Seller carries out rectification or redelivery.

9.3 A declaration of termination of the contract must be made immediately after it is certain that rectification or replacement delivery will not take place.

9.4 No other claims may be made unless the delay or breach is due to intent or gross negligence on the part of the Seller.

10. INDEMNIFICATION

10.1 The Seller's liability shall under no circumstances exceed the invoice value of the batch of goods that is the subject of the complaint.

10.2 The Buyer shall indemnify the Seller for any operating loss, loss of wages, loss of profit, consequential loss or other direct or indirect loss arising from the Buyer's circumstances.

10.3 The Buyer shall indemnify the Seller for any damage to persons or property caused by the damaged lot. The Seller shall only be liable on the basis of provisions of prescriptive law.

11. PLACE OF PAYMENT, JURISDICTION AND CHOICE OF LAW

11.1 The place of performance for payment of the purchase price and any other obligations of the Buyer shall be the Seller's registered place of business. The place of delivery of goods shall be the place where the goods are located for shipment or transportation to the Buyer in accordance with the prior agreement. The place of delivery shall not be changed even if the Seller assumes responsibility for shipment of the goods. The Buyer shall in all circumstances bear the transportation risk. If shipment is postponed at the Buyer's request, the risk shall pass to the Buyer from the time the Buyer receives notification that the goods are ready for shipment.

11.2 This Agreement and any dispute arising hereunder shall in all respects be governed by, and construed in accordance with, United States law. The parties have agreed on the Seller's registered place of business as the place of jurisdiction, Florida.

12. RESERVATIONS

12.1 If any of the provisions of these terms and conditions of sale and delivery or any of the provisions contained in other agreements become invalid, either now or at a future date, this shall not affect the validity of the remaining terms, provisions or agreements.

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