

General Terms and Conditions – De Sutter Naturally

These General Terms and Conditions apply to all quotations, orders, agreements, deliveries and installations by De Sutter Naturally, unless expressly agreed otherwise in writing.

1. Applicability of these General Terms and Conditions

a) All quotations issued by, orders placed with, agreements concluded with, and deliveries and/or installations carried out by **De Sutter Naturally**, with registered office at **Vekestraat 42, 1910 Kampenhout, Belgium**, registered in the Crossroads Bank for Enterprises under number **0417.444.349** (info@desutter-naturally.com – +32 (0)16 72 12 00 – www.desutter-naturally.be), hereinafter referred to as “**De Sutter Naturally**”, are exclusively governed by these General Terms and Conditions, which prevail over any terms of the Customer.

b) Any deviation from one or more provisions of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions, which remain fully applicable.

c) A deviation shall apply only to the specific order or assignment concerned.

d) These Terms and Conditions always take precedence over any general terms of the Customer.

e) If any provision (or part thereof) is declared unenforceable or invalid, this shall not affect the validity or enforceability of the remaining provisions. Any provision deemed invalid shall be replaced by a valid one that most closely reflects the presumed intent of the parties.

2. Offer, Customer Information and Agreement

a) Quotations from De Sutter Naturally remain valid for **30 calendar days** from the date stated on the quotation.

b) The Customer must provide all necessary and accurate information required for the proper execution of the agreement, both at its start and throughout its duration, including correct measurements. Prices quoted by De Sutter Naturally are based on the data supplied by the Customer and are therefore merely an estimate based on the information available or on presumed quantities.

c) The number of linear metres indicated in a quotation is only a rough estimate. De Sutter Naturally reserves the right to charge the actual number of metres of material used, not the theoretical number stated in the quotation.

d) Installation prices are based on **normal soil conditions**, meaning the ground must be free of stones or roots. If the ground conditions are not normal, De Sutter Naturally reserves the right to charge additional costs.

e) All orders and assignments are accepted subject to sufficient stock and manufacturing capacity at De Sutter Naturally's suppliers.

f) Any works or supplies not explicitly mentioned in the quotation or agreement shall be considered additional works or orders requested by the Customer and shall be invoiced accordingly. Unless the Customer protests in writing within **72 hours** after execution or delivery, such works or goods will be deemed accepted as additional orders.

g) Obvious mistakes or typographical errors in quotations shall not bind De Sutter Naturally. The

h) Customer cannot derive any rights from illustrations or images used by De Sutter Naturally; these are for illustrative purposes only.

3. Prices and Additional Costs

a) Discounts are valid for a single order or assignment only.

b) All prices are expressed in **euros (€)** and **exclusive of VAT**, unless the Customer is a consumer, in which case prices are shown including VAT.

c) All present and future taxes, duties, and levies of any kind (e.g. VAT, customs duties, import taxes, declaration fees) are payable by the Customer, unless the Customer is a consumer, in which case the total price includes all such charges.

d) De Sutter Naturally may request an **advance payment of 35%** of the total price. No delivery or performance shall take place until the advance has been received.

e) Unless otherwise stated, the agreed price covers only the value of the goods, **excluding transport, installation, technical support or other additional costs**.

4. Delivery, Execution and Terms

a) All delivery dates and deadlines provided by **De Sutter Naturally** are for information purposes only. Exceeding such dates shall never entitle the Customer to compensation, nor to suspend payment obligations. De Sutter Naturally will, however, make every reasonable effort to respect the indicated delivery dates. If De Sutter Naturally fails to deliver goods or complete works at the agreed time, the **consumer Customer** must formally request delivery by **registered letter**, granting an additional period of at least **30 days**, unless a longer period is appropriate given the circumstances. If delivery has still not taken place after this period, the consumer Customer may terminate the agreement without being entitled to additional damages.

b) Goods, materials and supplies are delivered **carriage paid (Franco)** to the construction site if installation by De Sutter Naturally is part of the project. For deliveries without installation, the terms are always **ex works**.

c) If the Customer is **not a consumer** and De Sutter Naturally is **not responsible for installation**, the Customer shall unload the truck(s) using a forklift at their own cost and risk.

d) All goods are insured during transport under **CMR conditions**.

e) The risk of the goods, materials and supplies, as well as the executed works, passes to the Customer upon delivery.

f) All goods and works remain the **property of De Sutter Naturally** until full payment of all invoices (principal, interest and ancillary costs). This retention of title also applies if the goods or works of De Sutter Naturally form part of a larger whole owned by the Customer.

g) The Customer must ensure that works can commence **immediately at the agreed time**. If not, any direct or indirect costs resulting from the delay shall be borne by the Customer, without prior notice of default being required.

h) De Sutter Naturally may deliver in partial consignments and/or invoice in instalments. The Customer must accept and pay for each partial delivery before further deliveries or works will proceed.

i) De Sutter Naturally reserves the right to subcontract part or all of the assignment to third parties at its own discretion.

j) The Customer must provide **free access to electricity, water and sanitary facilities** at the work site. The Customer is also responsible for the **safe storage and insurance** of all goods, materials and equipment delivered to the site.

5. Force Majeure

a) If the performance of De Sutter Naturally's obligations becomes impossible or excessively difficult due to **force majeure or external causes**—whether foreseeable or not at the time of the agreement—De Sutter Naturally shall in no way be liable for non-performance.

b) During a situation of force majeure, the obligations of both parties are suspended without any right to compensation.

c) In such a case, De Sutter Naturally may either request **renegotiation** of the agreement or **terminate** it without being liable for damages. Force majeure only affects future obligations. Any advances paid are considered definitively acquired as compensation for works or deliveries already performed, without prejudice to De Sutter Naturally's right to invoice additional works already completed. A consumer Customer has the same rights to renegotiation or termination, provided they compensate De Sutter Naturally for any works already performed or costs incurred.

e) Examples (non-exhaustive) of force majeure include: strike, lock-out, riot, terrorism, epidemic, illness, fire, flood, lightning, extreme weather, vandalism, failure of utilities, governmental measures, legal or regulatory changes, late delivery or bankruptcy of suppliers, shortage of labour,

machine breakdown, computer viruses or hacking, shortage or price increase of raw materials or energy, and other similar circumstances.

6. Liability of De Sutter Naturally

a) Except in cases of wilful misconduct or gross negligence, **De Sutter Naturally** shall not be liable for any **immaterial, indirect, or consequential damage**, including but not limited to: loss of profit, loss of turnover, loss of income, production losses or interruptions, administrative or personnel costs, increases in general expenses, missed opportunities, loss of clientele, or claims by third parties.

b) Except in cases of intent or gross negligence, any damages payable by De Sutter Naturally under this agreement shall be limited to the amount owed by the Customer for the obligations already performed by De Sutter Naturally.

c) Except in cases of intent or bad faith, De Sutter Naturally cannot be held liable for any damage or consequential damage if such damage is caused, in whole or in part, by the Customer. This includes, but is not limited to:

- inaccurate or incomplete information provided by the Customer,
- delays due to acts or omissions of the Customer,
- failure to mitigate damage,
- works carried out by or on behalf of the Customer on the delivered and/or installed goods,
- structural defects,
- age or poor maintenance of the property where goods are installed.

The Customer shall indemnify De Sutter Naturally against all losses suffered as a result of such circumstances and shall hold De Sutter Naturally harmless from third-party claims.

d) Except in cases of intent or gross negligence, De Sutter Naturally shall not be liable for damage to **underground cables, pipes or hidden infrastructure**. The Customer is responsible for providing accurate utility plans and indemnifies De Sutter Naturally against third-party claims in this regard.

e) The Customer undertakes to insure any damage to third parties that might occur during performance of the works and must include a **waiver of recourse** clause in favour of De Sutter Naturally. The Customer may not hold De Sutter Naturally liable for compensation claims from third parties.

f) Under penalty of forfeiture of rights, any claim regarding damage must be submitted **in writing** to De Sutter Naturally within **five (5) calendar days** after discovery, accompanied by a detailed description.

g) Any claim for damages against De Sutter Naturally expires automatically if not brought before the competent court within **one (1) year** from the day the facts became known or reasonably could have been known by the Customer.

h) Except in cases of intent or gross negligence, De Sutter Naturally can only be held **contractually liable** for errors or damage related to the performance of this agreement. The Customer waives any right to hold De Sutter Naturally **extra-contractually liable** for damages resulting from non-performance or defective performance of this agreement, in accordance with **Book 6 of the Belgian Civil Code**.

7. Product Characteristics

a) The Customer acknowledges that **wood is a natural product**. Colour and structural variations, minor warping, hairline cracks, shrinkage or expansion and other natural features are inherent to the material and do not constitute defects. Such characteristics shall not give rise to any liability or claim against De Sutter Naturally.

8. Liability of the Customer

a) The Customer is liable towards De Sutter Naturally for any damage occurring on site to goods, materials, tools or subcontractors belonging to or engaged by De Sutter Naturally, whether caused by their own actions (even minor faults) or by persons for whom they are responsible, including third parties allowed or tolerated on site.

b) The Customer shall fully indemnify De Sutter Naturally against all third-party claims in this regard.

9. Acceptance of Works, Defects and Legal Warranty

a) The Customer must inspect all goods and/or works **immediately upon delivery or installation** to verify visible defects or non-conformities with the order. Visible defects and non-conformities must be reported to **De Sutter Naturally in writing within five (5) calendar days** after delivery or installation, accompanied by a detailed description of the defect. If no such notification is made, the goods and/or works shall be deemed **unconditionally accepted** and in conformity with the order. Any legal action relating to visible defects must, under penalty of forfeiture, be initiated **within three (3) months** of delivery or completion.

b) For **hidden defects**, the Customer must notify De Sutter Naturally in writing within **two (2) months** of their discovery, providing a detailed description. Any legal action regarding hidden defects must be initiated **within one (1) year** from the date of discovery, and in any case **no later than one (1) year after delivery or installation**.

c) The Customer may only rely on a **manufacturer's warranty** upon presentation of a valid invoice and/or warranty certificate.

d) Without prejudice to the above and to Article 10, De Sutter Naturally can only be held liable for warranties imposed by **mandatory legal provisions**.

e) Any use or consumption of a delivered item, even partial, shall constitute **acceptance of the entire delivery**.

10. Commercial Guarantees

a) In addition to statutory warranties, the following **commercial guarantees** apply to goods and materials delivered and installed by De Sutter Naturally:

- The delivered and installed goods and materials have an **expected lifespan of 20 years**. An **anti-rot guarantee** applies for the first **10 years at 100% coverage**. During the following five years, the guarantee value decreases by **20% per year**. This degressive guarantee applies **only to the material**.
- For tropical hardwoods of **durability class 1** delivered and installed by De Sutter Naturally, the expected lifespan is **30 years**, with an **anti-rot guarantee for 15 years at 100% coverage**, followed by a **degressive 20% reduction per year** for the next five years. Again, this guarantee covers **only the material**.
- The percentage guarantee value applies to the **gross sales and delivery price (excluding VAT)**.
- The guarantee applies only upon presentation of a **valid purchase invoice**.
- These guarantees do **not** apply in cases of:
 - improper use of the goods,
 - lack of maintenance,
 - damage caused by force majeure (e.g. storm damage),
 - deliberate damage by the Customer or its representatives.
- The warranty becomes **void** if the Customer has the goods **repaired or modified by a third party** without prior written consent from De Sutter Naturally.

b) These guarantee conditions also apply to **Premium Partners** and **foreign distributors**.

11. Payment and Set-Off (Netting)

a) Invoices for goods and/or installation must be paid at the registered office of **De Sutter Naturally** within **thirty (30) calendar days** of the invoice date, unless otherwise stated.

b) If the Customer disputes an invoice, they must submit a **written and reasoned objection** within **fifteen (15) calendar days** of the invoice date, under penalty of forfeiture of rights. The invoice date is presumed to be the date of dispatch. Payment without protest constitutes conclusive proof of delivery and unconditional acceptance of the works.

c) Late payments shall, **by operation of law and without notice of default**, bear interest from the due date at the rate defined in **Article 5 of the Belgian Act of 2 August 2022** on combating late payment in commercial transactions. In addition, the Customer shall owe a **fixed indemnity of 10%** of the outstanding amount, with a **minimum of EUR 250.00**. If the Customer is a **consumer**, late payments shall only bear interest and compensation if payment is not made within **14 calendar days after receipt of a payment reminder**. The compensation is limited to the maximum amounts laid down in **Article XIX.4 of the Belgian Code of Economic Law (WER)**, currently:

- €20 if the balance due is less than or equal to €150;
- €30 plus 10% of the amount between €150.01 and €500 if the balance lies within that range;

- €65 plus 5% of the amount exceeding €500, with a maximum of €2,000.

Consumer Customers are entitled to the same interest and compensation in case of default by De Sutter Naturally.

d) As soon as and for as long as all amounts due to De Sutter Naturally — of any nature or under any cause, even if part of another contract — remain unpaid in full and on time (principal, interest, damages, and any legal costs), the following applies:

1. **De Sutter Naturally** has the right, without prior notice, to **suspend all further deliveries or performance**. It shall not be liable for any damage resulting from such suspension.
2. **Automatic set-off (compensation)** applies between reciprocal debts of the parties, up to the smallest amount. However, **set-off by the Customer** is excluded unless the Customer is a consumer.

g) Under no circumstances may the Customer withhold or suspend payments due to alleged losses, damages or delays.

12. Termination

a) If the Customer unilaterally terminates the agreement, they shall owe, in addition to payment for any works performed and costs incurred, a fixed termination indemnity of 35% of the total value of the order, delivery and/or installation, or — if partial deliveries have already occurred — on the remaining balance not yet executed, subject to a minimum of €500.00, without prejudice to De Sutter Naturally's right to claim higher proven damages (e.g. for custom-made orders).

b) The same arrangement applies if the agreement must be dissolved at the Customer's fault. Termination shall take effect upon written notice if the Customer fails to remedy a serious breach within 15 calendar days after formal notice. If termination is due to De Sutter Naturally's fault and the Customer is a consumer, the latter shall be entitled to equivalent compensation, without prejudice to the obligation to pay for works already performed and costs incurred.

13. Webshop Provisions (B2C)

a) The provisions of this Article apply in addition to, or in replacement of, any conflicting provisions for **webshop orders** placed by **consumer Customers**, where the contract is concluded **at a distance**.

b) De Sutter Naturally shall deliver the goods **no later than 30 calendar days** after confirmation of the order. In case of non-delivery, the Customer must send a **registered letter** requesting delivery within an additional reasonable period of at least **10 calendar days**. If delivery has not occurred within this extended period, the Customer may **terminate the contract**, and any amounts paid shall be **refunded**, without prejudice to other statutory rights.

c) The risk of loss or damage transfers to the Customer once the Customer or a third party designated by them (other than the carrier) **physically receives** the goods.

d) Prices displayed on the webshop are **total prices**, including VAT and all unavoidable costs. Any additional **delivery or installation charges** will be clearly communicated prior to the order being placed.

e) Mandatory statutory rules on **consumer conformity and warranty** prevail and are fully respected.

f) Returns must be made in accordance with De Sutter Naturally's **instructions** and are at the **consumer's risk** until received by De Sutter Naturally.

14. Consumer Right of Withdrawal

a) This Article applies only to Customers acting in their capacity as **consumers**, concluding a contract **without the simultaneous physical presence** of De Sutter Naturally and the Customer.

b) The Customer has the right to **withdraw** from the contract within **14 calendar days** from the day of conclusion, **without giving any reason** and **without penalty**, except in cases **excluded by law** (for example, where the order concerns **custom-made goods**, as provided in Article VI.53, 3° of the Belgian Code of Economic Law).

c) If the withdrawal period ends on a Saturday, Sunday, or public holiday, it is extended to the next working day.

d) To exercise the right of withdrawal, the Customer must notify De Sutter Naturally **in writing** of their decision to withdraw. This notice must be sent to De Sutter Naturally's registered office. The Customer may use the **model withdrawal form** provided by De Sutter Naturally together with these Terms and Conditions, though use of this form is **not mandatory**.

e) The **right of return** expires once the goods have been damaged in any way.

f) The Customer shall bear the **cost of returning** the goods in the event of withdrawal.

g) If the Customer expressly requests that works begin during the withdrawal period, they shall be responsible for the **costs of works performed** before the withdrawal.

15. Proof

- a) The term “in writing” within these Terms and Conditions corresponds to the definition provided in Article 8.1, 1° of the Belgian Civil Code.
- b) Failure to respond within seven (7) calendar days to any written communication or notice sent by De Sutter Naturally shall be considered tacit acceptance of its content and will bind the Customer accordingly.

16. Personal Data

- a) De Sutter Naturally processes personal data of the Customer. For more information regarding such processing, please refer to De Sutter Naturally’s Privacy Policy, available on its website: www.desutter-naturally.be

17. Applicable Law and Jurisdiction

- a) The agreement between the Customer and De Sutter Naturally is governed by Belgian law.
- b) The application of the Vienna Sales Convention (CISG) is expressly excluded.
- c) All contractual obligations are deemed to arise at the registered office of De Sutter Naturally.
- d) Any dispute between the Customer and De Sutter Naturally falls under the exclusive jurisdiction of the courts in the judicial district where De Sutter Naturally has its registered office.

Version: October 2025

Annex – Withdrawal Form

(Please complete and return this form only if you wish to withdraw from the contract.)

To:

De Sutter Naturally

Vekestraat 42

1910 Kampenhout (Belgium)

info@desutter-naturally.com

I/We () hereby give notice that I/We () withdraw from my/our () agreement concerning the sale of the following goods / provision of the following service ():

.....

.....

Ordered on () / Received on ():

Name(s) of consumer(s):

Address of consumer(s):

.....

Signature of consumer(s) (only if this form is submitted on paper):

.....

Date:

(*) Delete as appropriate.