

WOOD 66 GENERAL TERMS AND CONDITIONS

Article 1: Definitions

- 1.1: In this document, the following words shall have the following meanings:
- Wood 66: a sole proprietorship, registered with the Curaçao Commercial Register under number 157824, user of these general terms and conditions.
 - Client: the counter party (natural person or legal entity) of Wood 66.
 - Quotation: a statement of work, a payment option as so described in a written quotation or estimate or other similar document describing the goods and/or services to be provided by Wood 66 to the Client.
 - Agreement: any purchase or agreement between Wood 66 and the Client, whereby the Client has given written confirmation or paid a deposit to deliver goods and/or services in the broadest sense of the word.

Article 2: Application

- 2.1: These general terms and conditions apply to all quotations, transactions, and agreements by and between the Client and Wood 66.
- 2.2: If any provision in these general terms and conditions is null and void for whatever reason, the parties will, by mutual agreement, adopt a new provision as close as possible to the original provision.
- 2.3: General terms and conditions of the Client are never accepted and are hereby expressly rejected by Wood 66 insofar as necessary.
- 2.4: In the event that the provisions in the agreement deviate from these general terms and conditions, the provisions of the agreement take precedence over those of the general terms and conditions.
- 2.5: Wood 66 has the right to change these general terms and conditions. Wood 66 will notify any such change to the Client in writing (including by electronic means). Following such notification, such change will apply to the Agreement between Wood 66 and the Client as of the date stated by Wood 66. In the event the Client does not wish to accept a change, the Client will have the right to give notice, within 30 (thirty) days after such notification, to terminate the Agreement free of charge by the date on which the change becomes effective. Any obligations already performed by will be settled proportionately.

Article 3: Design accuracy

- 3.1: The final end product may differ from the images and/or designs supplied. Wood 66 cannot be held liable for minimal deviations.
- 3.2: Wood 66 will ensure that if there are major deviations, this is communicated in advance and discussed with the Client.
- 3.3: In the case of custom work, Wood 66 reserves the right for measurement accuracy +/- 5 cm of specified invoiced dimensions, and to alter the product design to improve structural stability or in the event of any unforeseen issues.
- 3.4: If the Client requests an exact so-called "hard measure", this must be explicitly stated by the client in advance, when placing the order to Wood 66.

Article 4: Taxes and pricing

- 4.1: All prices quoted are given in Antillean Guilders (Ang) and are presented in the quotation or invoice as an item excluding OB tax as required by law, which at his time amounts to 6%. The OB tax due will be posted at the bottom of each quotation or invoice.

4.2: All prices and quotations are valid for 15 days, after which Wood 66 reserves the right to change prices at any time, in particular when this is necessary on the basis of (legal) regulations and provisions or fluctuations in the prices of materials.
4.3. In the event a quotation does not lead to an agreement, Wood 66 is nevertheless authorized to invoice to the Client all costs related to the issuance of a quotation.

Article 5: Payment Terms

5.1: Wood slabs purchased by the Client with the intention of processing elsewhere, need to be paid in full in advance to confirm purchase and can only be collected once full payment has been received.

5.2: Agreements with an amount of less than Ang 1000,= must be paid in full to Wood 66 before the assignment is carried out.

5.3: All agreements over Ang 1000,= will be subject to a non-refundable 60% deposit on order, balance to be paid before delivery of ordered items.

5.4: Quotations are made based upon specifications provided by the Client. Any unforeseen work or variations necessary after Wood 66 has taken measurements on location, in so far as required, will be agreed upon before commencement to a fixed quotation where possible.

5.5: Upon expiration of the payment due date, the Client is automatically in default without further notice of default being required. The Client owes statutory interest to Wood 66 from the moment that he/she is in default until the outstanding amount has been paid in full. Interest shall become due and payable notwithstanding the fact that the product/service or part of it is subject to any dispute or query.

5.6: Any disputes regarding an invoice should be raised in writing within 2 working days of invoice date. Should Wood 66 not receive written notification of a dispute within this time period, payment is due.

Article 6: Cancellation:

6.1: Custom orders are made to the Client's specifications and are subject to a non-refundable 60% deposit when the order is placed. They cannot be cancelled, changed, returned or refunded, except upon the written approval of Wood 66. Wood 66 may attach conditions to its approval.

6.2: Wood 66 can suspend or cancel a Client's order, without affecting its legal rights and remedies, in one or more of the following circumstances:

1. If the Client fails to pay any interim bill and still fails to pay for 5 days after receiving a written notice demanding payment.
2. If the Client, or anyone the Client employs, or relation, interferes with or obstructs the work or fails to make the site available for Wood 66 (without good reason) for the contract period (or any one or more of these)
3. If the Client is declared bankrupt or goes into liquidation.

Article 7: Delivery, Storage & Installation

Delivery

7.1: The delivery time of the goods and/or services stated by Wood 66 is to be considered as an estimated date/period and not as a deadline. Wood 66 processes the accepted orders as quickly as possible in the order of arrival, and after the non-refundable 60% deposit has been received.

7.2: Wood 66 reserves all unforeseen circumstances since products are ordered from third parties, being suppliers or producers-.

7.3: The Client is not entitled to any compensation in the event of any exceeding of the estimated delivery time. Neither is the Client authorized to cancel an order, deny receipt and/or payment of the product(s) purchased.

7.4: If a delivery of a piece of furniture or product to be made by Wood 66 cannot take place or cannot take place within the delivery time stated for whatever reason, the Client will be notified of this. Wood 66 is not liable for any damages of the Client whatsoever as a result of exceeding the stated delivery time.

7.5: If the Client has ordered several pieces of furniture and/or products that cannot be delivered simultaneously due to, among other things, the lack of parts from stock, illness of employees or power failure, Wood 66 will make every effort to deliver the delayed product as soon as it is ready, without additional transport costs being charged.

7.6: If an item is ready for delivery, but the Client is not ready to receive the product, Wood 66 can hold the item for a maximum of 5 working days, after which it has to be moved to a location of choice of the Client. Transportation costs will apply.

7.7: Upon request of delivery, Wood 66 will deliver to a physical address only. All products made by Wood 66 are checked for possible transport damage by Wood 66 upon delivery. Wood 66 relinquishes responsibility thereafter.

Storage

7.8: After purchase of slabs, the slabs can be stored free of cost at our warehouse for a maximum period of 1 month. When this period has elapsed, the slabs need to be removed from our warehouse by the Client. For any slabs stored for more than two months, a monthly storage fee of Ang 100,= plus 6% OB per slab per month will apply.

7.9: If the Client is unable to remove the stored goods mentioned in article 7, paragraph 8 and requests assistance from Wood 66, all transportation costs will be for the account of the Client.

Installation

7.10: Wood 66 is not liable for damages on agreed installation. All items for installation are based on standard home guiding sizing. Property owners will not be refunded if he/she has not specified building materials that may inherently affect the installed product functionality.

7.11: Wood 66 cannot fit, adjust or attend to any electrical or gas equipment.

7.12: Wood 66 cannot fit, adjust or attend to any plumbing (included but not limited to water connections, syphons, taps).

Article 8: Liability on wood products:

8.1 Real wood is hygroscopic in nature; it will readily absorb and expel moisture from the atmosphere. Ambient changes in temperature and humidity can cause expansion or contraction in wood products. These dimensional changes may result in cracking, splintering and/or warping, all of which are considered an intrinsic risk

of wood products and are not claimable defects. Wood 66 cannot be held liable for any deformations while in the Client's possession.

8.2: Wood 66 is not liable for shade and/or color deviation when using stains. Stain or acid washing can vary dramatically from wood species. Color deviation of any form is not a claimable defect. For any custom color, a stain number shall be provided by the Client to Wood 66 prior to ordering.

8.3: Once an item is in the Client's possession, Wood 66 is not liable for any spotting or staining that may occur as a side effect from UV-staining, sun fade, chemical cleaning or any other adverse factors.

8.4: Once an item is in the Client's possession, Wood 66 is not liable for any normal wear and tear.

8.5 If the Client discovers a defect in the wood within 30 days of delivery of a product, which cannot be classified under article 8 paragraph 1-4, he/she must report this to Wood 66 by e-mail immediately.

Article 9: Liability on steel

9.1: Once an item is in the Client's possession Wood 66 cannot be held liable for rust/ oxidation that can develop on the steel over time. Oxidation on steel occurs when steel is exposed to oxygen and water.

9.2: Once an item is in the Client's possession, the Client is responsible for the maintenance of that item. Wood 66 is not liable for any spotting or staining that may occur as a side effect from UV-staining, sun fade, chemical cleaning or any other adverse factors.

9.3: If a detected defect in a product of Wood 66 is discovered within 30 days after delivery and cannot be classified under article 9 paragraphs 1 and 2, he/she must report this to Wood 66 by e-mail immediately.

Article 10: Retention of ownership

10.1: Wood 66 remains the owner of the products it sells to the Client until the amount due is paid in full.

Article 11: Liability exclusion internet

11.1: Although the content of the website of Wood 66 as well as the content of all other expressions of Wood 66 on the internet has been compiled with the greatest care, Wood 66 cannot give any guarantees with regard to the nature, correctness or content of this information neither is it liable for any errors or inaccuracies or for the consequences of the use of the information concerned.

Article 12: Intellectual ownership and privacy

12.1: When providing images of the products supplied by the Client to Wood 66, the Client waives the copyright of these images unless expressly agreed otherwise.

12.2: With regard to the designs, images and drawings provided by Wood 66, Wood 66 retains the intellectual property rights.

12.3: By ordering, the Client simultaneously gives Wood 66 permission to use the Client's personal data where necessary. The privacy policy below applies to every website visit, transaction or agreement. Wood 66 respects the privacy of all users of its website and ensures that the personal information provided by the Client is treated confidentially.

12.4: Personal data is kept in order to optimally provide the Client with current product information up to the delivery of the ordered goods.

12.5: Wood 66 will not sell the personal data to third parties and will only make it available to third parties that are involved in executing the order and/or if this is required by law.

Article 13: Force Majeure:

13.1: There will be no culpable breach by Wood 66 in the event of *force majeure*. *Force majeure* includes, without limitation, non-culpable breach by suppliers of Wood 66, government measures or regulations, strikes, interruptions in power supply, internet connections and/or the telephone network, strike, fire, flood, tempest or any other act of God, and any other circumstances in which Wood 66 cannot (or can no longer) within reason be required to meet its obligations toward the Client.

13.2: If, due to *force majeure*, Wood 66 is unable to comply with any obligation arising from the agreement with the Client, Wood 66 will have no obligation to comply as long as such *force majeure* persists.

13.3: When the situation of *force majeure* has lasted more than 10 (ten) workdays, the Client will have the right to dissolve the Agreement by means of a written notice sent to Wood 66 by certified mail. Any obligations already performed will then be settled proportionately.

Article 14: Applicable Law:

14.1: These general terms and conditions are subject to the law of Curaçao. All disputes will be settled exclusively by the Court of First Instance, seated in Curaçao.

Curaçao, August 23rd 2023