

Terms of Sale

BAUWN B.V.

Language: English

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Purpose and contract structure

These Terms are published for incorporation into each customer-specific Order Confirmation. They cover sales to Business Customers and Consumers. The Order Confirmation contains the commercial and technical details; these Terms contain the standard legal and operational rules.

The customer must receive or be able to download the approved Order Confirmation and the exact version of these Terms on a durable medium. The Seller preserves both documents and the approval record.

1. Scope and definitions

These Terms of Sale apply to every quotation, Order Confirmation and contract under which the Seller supplies goods to a customer, unless the Seller expressly agrees otherwise in writing. The Order Confirmation, these Terms and any expressly incorporated annexes form the contract.

A Consumer is a natural person acting for purposes outside that person's trade, business, craft or profession. A Business Customer is any customer acting in the course of business. Mandatory consumer law prevails over any conflicting provision of these Terms.

Goods include charred or brushed timber, cladding, profiles, samples, finishes, coatings, bespoke objects, sauna components and other products identified in the Order Confirmation. Custom Goods are goods made, cut, finished, profiled, treated, packed or otherwise produced to the customer's specifications or clearly personalised.

2. Quotations and contract formation

A quotation is an invitation to place an order unless it expressly states that it is binding. It remains valid for the period stated in it and may be corrected for obvious clerical or calculation errors.

The Order Confirmation constitutes the Seller's offer. The contract is formed when the customer approves the Order Confirmation through the Seller's secure approval process, signs it, or otherwise accepts it in writing. Before issuing an Order Confirmation, the Seller may decline a requested order where materials, capacity, compliance checks or delivery arrangements are unavailable.

The Seller is not required to begin or continue production until any required deposit or other agreed payment condition has been satisfied.

For a Consumer, the final approval control must state 'Approve Order with Obligation to Pay'. By approving, the Consumer confirms that the specification, quantity, total price, taxes, delivery information and project details are correct; accepts the identified version of these Terms; and authorises the Seller to begin manufacturing after the required payment has been received. For a Business Customer, the approval control may state 'Approve Order and Authorise Manufacturing'.

3. Order Confirmation and priority

The Order Confirmation must identify the goods, species, finish, profile, dimensions, lengths, quantities, units, price, VAT, delivery or collection terms and target dates. The customer must review it carefully before approval.

If documents conflict, the following order applies: an expressly agreed written amendment; the Order Confirmation; a project-specific technical annex; these Terms; and general marketing material. Drawings, samples and technical approvals expressly referenced in the Order Confirmation form part of the contract.

4. Natural material and permitted variation

Timber is a natural material. Grain, knots, resin, checking, movement, texture, density, moisture response and colour may vary within the same species and order. Charring, brushing, oiling and weather exposure may create tonal and textural variation. Images, samples and mock-ups indicate the general appearance and are not a guarantee of complete uniformity.

Only tolerances, grading rules, appearance criteria and sample approvals expressly recorded in the Order Confirmation or technical annex are contractually binding. Natural features are not defects where the goods remain suitable and conform to the agreed specification and mandatory law.

5. Customer information and measurements

The customer is responsible for the accuracy and completeness of dimensions, quantities, drawings, site conditions, substrate information, application, exposure class and other information supplied to the Seller. The Seller is not responsible for errors caused by inaccurate customer information, except to the extent the Seller expressly undertook measurement or design responsibility.

The customer must obtain necessary planning, structural, fire, building-control and installation approvals unless the Order Confirmation expressly allocates that responsibility to the Seller.

6. Prices and taxes

Prices are those stated in the Order Confirmation. For a Consumer, the final total price shown before approval includes VAT and all delivery and other mandatory costs that can reasonably be calculated in advance. Where a cost cannot reasonably be calculated in advance, the Order Confirmation states how it will be calculated or that an additional charge may be payable.

For a Business Customer, unless stated otherwise, prices exclude VAT, delivery, unloading, installation, storage, customs duties and other project services. VAT is charged according to applicable law.

For Business Customers, a price may be adjusted before production only where the Order Confirmation expressly permits adjustment for a specified external cost and states the calculation method. Consumers are bound only by the final total price disclosed before approval, except for a later change expressly requested and accepted by them.

7. Payment

Payment amounts, stages, currency, bank details and due dates are stated in the Order Confirmation or invoice. The Seller is not required to begin or continue production before an agreed advance payment has cleared.

A Business Customer in default owes statutory commercial interest and reasonable recovery costs permitted by applicable law. A Consumer in default will first receive any legally required notice and cure period; only thereafter may lawful interest and collection costs be charged.

Set-off or suspension by a Business Customer is excluded except for claims admitted by the Seller or finally determined by a court. Consumer rights of set-off and suspension remain unaffected.

8. Changes and cancellation

A requested change is effective only when the Seller issues and the customer approves a revised Order Confirmation. A change may affect price, material use, production sequence and delivery date.

After production, procurement or custom preparation begins, a Business Customer may cancel only with the Seller's written agreement and must pay work performed, committed materials, non-cancellable supplier costs, storage and reasonable loss resulting from cancellation.

Consumer cancellation and withdrawal rights are governed by mandatory law. The Seller provides the legally required withdrawal information and model withdrawal form for distance or off-premises purchases where a withdrawal right applies. Where Goods are made to the Consumer's specifications or are clearly personalised, the statutory withdrawal right may not apply. This exception is applied only where the relevant Goods genuinely meet those criteria and does not limit rights relating to non-conforming Goods.

9. Production and lead times

For Business Customers, production and delivery dates are estimates unless the Order Confirmation expressly describes a date as fixed. For Consumers, the Seller delivers within the period agreed in the Order Confirmation or, where no period has been agreed, within the period required by mandatory law. Statutory Consumer remedies for late delivery remain unaffected.

The Seller will use reasonable efforts to meet the stated schedule and will inform the customer of a material delay. A delay caused by customer changes, late approvals, late payment, missing information, access restrictions or events outside the Seller's reasonable control extends the schedule only to the extent permitted by the contract and applicable law.

10. Delivery, collection and risk

The delivery method, place and any Incoterm are stated in the Order Confirmation. Where no delivery service is included, the customer must collect the Goods from the stated location within the notified collection period.

For Consumers, risk passes when the Consumer or a person designated by the Consumer, other than the carrier where required by law, obtains physical possession. For Business Customers, risk passes at the agreed delivery point or, for collection, when the Goods are made available and the customer is notified, subject to any agreed Incoterm.

The customer must provide safe and suitable access, unloading capacity and accurate delivery instructions. Waiting time, redelivery or storage caused by customer failure may be charged where disclosed and lawful.

11. Inspection, shortages and transport damage

The customer should inspect packages and quantities promptly. Visible transport damage or shortage should be recorded on the carrier's document and reported with photographs as soon as reasonably possible.

A Business Customer must report visible non-conformity within seven calendar days of delivery and hidden non-conformity within seven calendar days after discovery, without prejudicing claims that could not reasonably have been identified earlier. Failure to report promptly may reduce a claim only to the extent the delay caused evidential or additional loss. Consumer statutory complaint rights are not shortened.

12. Conformity, warranties and remedies

The Seller warrants that the Goods will conform to the approved Order Confirmation and mandatory law at delivery. No commercial warranty replaces or limits a Consumer's statutory rights.

The customer must follow supplied storage, acclimatisation, handling, installation and maintenance instructions. Damage caused by unsuitable storage, incorrect installation, incompatible fixings or coatings, lack of ventilation, abnormal moisture, structural movement, misuse or unauthorised modification is not a product non-conformity attributable to the Seller.

Where the Seller is responsible, the remedy will follow applicable law and may include repair, replacement, price reduction or termination. For Business Customers, the Seller may first choose a reasonable repair or replacement unless that remedy is impossible or disproportionate.

13. Installation and third parties

Installation is excluded unless expressly included in the Order Confirmation. Where third-party installers, carriers or other contractors are engaged directly by the customer, they are not agents of the Seller.

Technical guidance is general unless the Seller expressly accepts project-specific design responsibility. The installer must verify substrate, ventilation, fixing layout, membranes, fire requirements and local building rules before installation.

14. Retention of title

To the extent permitted by applicable law, title to Goods supplied to a Business Customer remains with the Seller until all amounts due under the relevant contract have been paid. Risk may pass before title. The Business Customer must keep such Goods identifiable, protected and insured and must not encumber them.

For Consumers, ownership and retention-of-title rules apply only to the extent permitted by mandatory law and do not affect statutory protections.

15. Liability

Nothing in these Terms excludes liability that cannot lawfully be excluded, including liability for death or personal injury caused by negligence, fraud, wilful misconduct, or mandatory consumer rights.

For Business Customers only, the Seller is not liable for indirect or consequential loss, loss of profit, revenue, production, contracts or anticipated savings. Subject to non-excludable liability, aggregate liability is limited to the net contract price for the affected Goods or, where higher, the amount recoverable under the Seller's applicable liability insurance. This limitation does not apply where the loss results from intent or deliberate recklessness of the Seller's management.

Consumer damages and remedies are governed by mandatory applicable law; the B2B limitations above do not apply to the extent prohibited.

16. Force majeure

A party is not liable for delay or non-performance caused by an event beyond its reasonable control, including serious supply interruption, energy outage, fire, flood, war, government restriction, epidemic, strike not limited to its own workforce, transport disruption or failure of critical machinery despite reasonable maintenance.

The affected party must notify the other party and take reasonable steps to reduce the effect. If the event continues for an unreasonable period, either party may terminate the unperformed part of the contract. Consumer rights remain subject to mandatory law.

17. Intellectual property and project materials

The Seller retains intellectual-property rights in its designs, profiles, drawings, photographs, documents, manufacturing methods and samples unless expressly transferred in writing. The customer receives only the rights reasonably necessary to use the delivered Goods for the agreed project.

The Seller may not publicly identify a private customer or publish project photographs without a lawful basis or permission. Any separate marketing permission must be voluntary and recorded independently from order approval.

18. Complaints and dispute resolution

Complaints should be submitted in writing with the order number, description, evidence and requested resolution. The Seller will acknowledge and investigate the complaint within a reasonable period.

The parties should first attempt to resolve a dispute directly. Consumers retain the right to use competent consumer authorities, alternative-dispute mechanisms where available, and the courts designated by mandatory law.

19. Governing law, jurisdiction and language

The governing law and competent forum are stated in the jurisdiction-specific clause below. A choice of law does not deprive a Consumer residing in another country of mandatory protections that would apply without that choice.

Where these Terms exist in more than one language, the language of the approved Order Confirmation is the contract language. A translated version is for accessibility; mandatory interpretation rules and any expressly designated prevailing version remain applicable.

20. Electronic approval records and amendments

The Seller may use a secure electronic approval process. The system records the customer, approver, Order Confirmation version, Terms version, date and time, and supporting audit information. The Seller sends confirmation on a durable medium after approval.

The Terms accepted for an order remain archived and are not replaced by a later public version. A later amendment applies only to future orders unless both parties expressly agree otherwise.

21. Dutch-law provisions

The contract is governed by Dutch law. Disputes with Business Customers that cannot be resolved amicably are submitted to the competent court in the district of BAUWN B.V.'s registered office, unless the parties agree in writing to arbitration or another competent court.

A Consumer may use complaint, alternative-dispute and court procedures available under Dutch and European law. This does not restrict a Consumer's right to bring proceedings before a court competent under mandatory jurisdiction rules.

22. Publication and document control

The version and effective date of these Terms of Sale are stated at the beginning of the document. The version accepted by the Customer when approving the Order applies to that Order. The accepted version is provided to the Customer on a durable medium and stored with the Order Confirmation and approval record.