

GENERAL SALES & DELIVERY CONDITIONS

1. Application

1.1 These General Conditions for Sale and Delivery and our Letter of Warranty shall be applicable to all supplies, deliveries, and orders unless otherwise agreed in writing. The application of any other set of general conditions, in whole or in part, is explicitly rejected.

2. Offer and acceptance

2.1 An offer shall cease to be valid if acceptance does not reach the Vendor within a period of fourteen days from the date of the offer. The Vendor shall be entitled to arrange intermediary sales.

2.2 The Vendor shall not be deemed to have accepted an order until a written order confirmation is forwarded to the Purchaser.

2.3 Promises made by way of mouth and agreements which are not mentioned in the order confirmation shall not be binding upon the Vendor.

3. Quotes & pricing

3.1 Prices quoted are based on the prices and costs in force at the time of the offer including material prices, wages and salaries, and other production costs. The same shall apply for freight, insurance, customs duties, and other similar costs to the extent that these are contained in a quoted price.

3.2 Variations in the mentioned prices and costs during the period until the time of delivery shall entitle the Vendor to regulate the quoted prices accordingly, in case the price levels of raw materials, or electricity increase by more than 10%.

3.3 Orders amounting to less than € 100,- (euro) shall be added an additional € 25,- (euro) for handling.

3.4 All prices are exclusive of value added tax.

3.5 Volumes confirmed are based on rounded numbers. As all our products are made to order, we reserve the right to over- or under supply the confirmed amount by max 3% due to production deficiencies. Final invoices are based on actual quantities delivered.

The final amount may therefore slightly differ from the order confirmation.

3.6 Overdue payments will be subject to 2% interest per initiated month.

4. Delays

4.1 In the event that delays occur regardless of the reason for such delays, the Purchaser shall be entitled to cancel the order only if that delay exceeds a period of thirty days.

4.2 The Purchaser shall not be entitled to consequential damages and cannot claim for the loss of operating profits or any similar loss as a result of the delay, unless there is satisfactory proof that the delay was caused by negligence on the part of the Vendor, provided that the Purchaser has summoned the Vendor to make the delivery after expiration of the aforementioned period of thirty days within an extra period of thirty days.

4.3 The buyer must take delivery of the goods on the agreed date. If the buyer does not take full or part delivery of the agreed consignment, the Vendor will invoice the goods on the agreed delivery date. Following this, the goods will be kept in the Vendor's warehouse on the buyer's account and at his risk. Minimum three weeks prior to the agreed delivery date, the buyer may request a new delivery date; in special circumstances and at a minimum of a three weeks' notice, buyer and seller may agree upon a new delivery date.

5. Force majeure

5.1 In the event that the Vendor is unable to make delivery in due time for reasons beyond the control of the Vendor, for instance but not restricted to: strikes, lockout, fire, shortage of transport facilities, war (whether declared or not), currency restrictions, import and export restrictions, etc., the obligation to deliver shall be suspended for as long as the obstacles prevail.

5.2 Purchaser shall be entitled to cancel the agreement on the conditions stipulated in section 4.1 above, and in connection with cancellation of the agreement, he shall not be entitled to claim any damages.

5.3 The Vendor shall be entitled to cancel the agreement in the event that the obstacles precluding delivery prevail for more than thirty days, and this shall not entitle Purchaser to claim any damages.

6. Deficiencies & Warranty

6.1 Some packages (up to max 3% of the boards) may be marked as 'border work'. During the miscellaneous finishing operations of your floor, individual boards may show certain imperfections. This cannot always be avoided as wood is a natural product; each boards shows unique characteristics. Boards with imperfections are sorted out during our thorough quality control and are then packed and marked separately as 'border work'. Most of these boards can still be used during the installation though by cutting off the affected parts.

6.2 The Purchaser shall be obliged to inspect the goods received by him immediately upon delivery. All materials are to be carefully checked before installation. Warranties do not cover materials with visible defects once they are installed. The natural characteristics of wood cause variations in color, grain etc. Even though our products are inspected many times, some grading deficiencies may occur (in up to 3% of the boards).

6.3 Claims on the grounds of deficiencies shall be made in writing no later than eight days following the day on which the deficiencies should have been detected and prior the installation or further processing of the floor/goods. No claim shall be valid if made at a later time by the Purchaser.

6.4 In the event that deficiencies are found on the delivered goods for which the Vendor is liable, the Vendor shall be entitled to make new delivery provided this is carried out within a period of thirty working days as counted from the day of his receiving written notice of the deficiencies. The Vendor shall be entitled to claim back the deficient goods in connection with the new delivery.

6.5 In the event that the Vendor does make a new delivery, the Purchaser shall not be entitled to make

any claim against the Vendor as a consequence of the deficiencies in question.

6.6 In the event that the Vendor does not make a new delivery, the Purchaser shall be entitled to claim damages/ proportional reduction as provided by Dutch law, provided, however, that the damages/proportional price reduction shall be limited in value to the price of the deficient goods.

6.7 The Vendor shall under no circumstances be liable for any loss resulting out of the deficient in connection with for example operating losses, loss of profits, or any other indirect losses.

6.8 The Vendor's liability shall under no circumstances exceed the value of the goods delivered. Additional Warranty conditions can be found in our 'Letter of Warranty'.

7. Return of goods and claims

7.1 Goods shall be returned only upon agreement and shall be forwarded to the Vendor free of cost to the Vendor and in such a manner that they are intact and the packaging unopened. The debited ex works price minus twenty percent shall be credited to the Purchaser's account.

7.2 When products are ordered, at least 8% must be added to the actual volume needed for cutting and grading allowance for planks, and at least 14% for patterns.

8. Product liability

8.1 The Vendor shall be liable for personal injury caused by the delivered goods only to extent that it is proven beyond any doubt that it is attributable to errors or neglect on the part of the Vendor.

8.2 The Vendor shall not be liable for damage caused to buildings or chattel.

8.3 The Vendor shall not be liable for operating losses, loss of income, or any other indirect losses.

8.4 To extend that the Vendor is adjudged liable to any third person, the Purchaser shall indemnify the Vendor to the extent that the Vendor's liability is limited to points 8.1 – 8.3 hereof. The Purchaser shall accept that he will be brought before the same court of justice which trials the case of product liability against the Vendor.

8.5 The Vendor's liability shall under no circumstances exceed the value of the goods delivered.

9. Ownership reservations

9.1 The Vendor shall retain ownership of the goods sold until payment has been made in full of all amounts due by the Purchaser based on delivery of goods and/or services by the Vendor.

9.2 To provide the Vendor with additional security at his first request the Purchaser shall guarantee all payments due by assigning or pledging to the Vendor his third-party claims and accounts receivable or by other securities the Vendor seems fit.

9.3 The Vendor is entitled to make use of the order in his promotion and at no cost to the Purchaser take photographs of the installed floor and use them in his marketing.

10. Samples

If Vendor shows or supplies a model or sample to the Purchaser, this serves to give the customer an idea of what the goods are like, on the understanding that given the fact that wood is a natural product there may be variations in, for example, colour and structure. No rights may be derived from a single hand sample.

11. Governing law, dispute resolution

11.1 All our transactions are governed by Lithuanian law. Any disputes regarding our transactions will be solely ruled upon by the competent Lithuanian Courts of our venue.

The United Nations Convention on Contracts for the International Sale of Goods (the Treaty of Vienna) is not applicable to our transactions and is being excluded.

The Vendor

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