



# STALLINGER HOLZINDUSTRIE

## General Terms and Conditions of Purchase (“GTCP”)

**1. General:** All deliveries and services are based exclusively on these GTCP; the Austrian Timber Trade Practices apply exclusively on a subsidiary basis; in the event of deviating provisions, these GTCP shall apply exclusively. The Seller's GTCP shall not form part of the contract, and the sending of an order confirmation by the Seller shall not be deemed acceptance of the Seller's GTCP. Provisions deviating from these GTCP must be made in writing and shall only apply to the respective individual business transaction.

**2. Offers/Conditions:** All offers made by the Buyer are subject to change and are non-binding. A contract is only concluded when a purchase contract is sent by the Buyer. If no counter-confirmation or rejection is received within 3 weeks, the contract shall be deemed to have been concluded. Verbal or telephone agreements or subsidiary agreements must be confirmed in writing, otherwise they shall be deemed not to have been agreed.

**3. Delivery/transfer of risk:** Unless otherwise agreed, deliveries shall be accepted by the Buyer at the Buyer's works - even if the delivery agreement states otherwise. Loading shall be carried out by an authorised carrier. The type of loading is to be checked and the Buyer assumes no guarantee or liability for this. The burden and risk shall not pass to the Buyer until the delivery has been measured at the factory. The basis for invoicing shall be the incoming goods dimensions determined by the Buyer, recorded by calibrated, electronic measuring equipment in accordance with ÖNORM L1021 and the sorting determined by the Buyer. The credit note shall be issued by electronic dispatch via PDF and/or xml files to the e-mail address provided by the Seller. In the event of non-compliance with delivery deadlines and dates by the Seller, the Buyer shall be free to set a reasonable grace period or to unilaterally withdraw from the contract. If an agreed grace period is not complied with, the Buyer shall be entitled to claim damages.

**4. Moulding/oversize round timber:** Delivery lengths 3.10 m, 4.10 m, 5.10 m. The lengths are shaped according to the Buyer's instructions and the required minimum allowance of 6 cm must be observed when cutting to length. If the required minimum length is not met, the logs will be downgraded to the next length (2.70 m industrial timber, 3.0 m and 4.0 m) or accepted as industrial timber. The maximum processable length of the logs is 5.40 m and must not be exceeded; if this is exceeded, the logs are accepted as industrial timber.

**5. Exemption from performance:** The Buyer shall not be liable for delays in acceptance not caused by intent or gross negligence, nor for delays in acceptance due to machine breakdown, force majeure, strike, war, pandemics and the like. In these cases, the Seller waives the right to assert claims for damages of any kind. In such cases, the Buyer may - without adverse legal consequences - withdraw from the contract in whole or in part or postpone fulfilment in accordance with the delay in acceptance and in this case the Seller waives the right to assert claims for damages on any grounds whatsoever.

**6. Prices/Payments:** Unless otherwise agreed, the prices stated in the purchase contract are binding and fixed for the duration of the agreement. Payments shall be made within the agreed period. The deadlines shall run from the date of issue of the proper credit note by the Buyer. However, not before the delivery or service has been rendered and the necessary documents have been provided. Offsetting against counterclaims is permitted and shall be deemed to have been agreed if this claim is undisputed or his counterclaim is legally binding. The Seller is not authorised to assign claims arising from the business relationship to third parties, in whole or in part, unless this is done with the prior written consent of the Buyer. Payments made shall not constitute recognition that the goods are free of defects.

**7. Wagon loading instructions:** in the case of timber purchased „free wagon loading“, the shipper and Seller shall ensure that the timber is loaded in accordance with the consignee's order (wagon types etc.) or that it is loaded properly and in accordance with the regulations of the railway company (load limits, loading guidelines, etc.). The Seller and the loader shall ensure the greatest possible loading and utilisation of the loading space in accordance with the nature of the wagon. The shipper and Seller shall be jointly and severally liable for all damage and costs (e.g. higher unloading costs, wagon demurrage costs, costs for empty freight), insofar as they have arisen within their sphere of influence.



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**8. Warranty/compensation:** The Seller assures that the goods sold are in perfect condition, both with regard to wood-destroying insect or pollutant infestation, free of rot, breakage, splinters, stones and bullets, and that the goods are free of third-party rights, in particular free of liens. Otherwise, the Buyer has the right to reduce the purchase price or to withdraw from the contract, without prejudice to any claims for damages and claims for payment of lost profits. The Seller guarantees that the timber has been harvested in compliance with the applicable legal provisions concerning timber harvesting and is legally entitled to sell it. Claims for damages against the Buyer in cases of ordinary gross negligence, compensation for consequential and pecuniary damages, unrealized savings, loss of interest, and damages arising from claims of third parties against the Seller are excluded. Claims for compensation shall in any case become statute-barred two years after the service has been rendered by the Buyer.

**9. Successive delivery contracts:** In the case of delivery contracts that provide for the delivery of a total quantity within a specific period, the agreed purchase price shall apply throughout the entire delivery period and for the entire delivery quantity until the contract has been fulfilled in full by both parties. Similarly, the agreed quantity and quality shall be deemed to have been agreed until the contract has been fulfilled in full. If the entire delivery quantity is not duly provided during the agreed delivery period, the Buyer shall be free to extend the delivery period at its discretion. If the Seller fails to do so, the Buyer shall be entitled to withdraw from the contract and make a covering purchase, in which case the Seller shall be liable to the Buyer for loss of profit and any additional costs incurred. If the delivery period is not expressly extended by the Buyer in writing, it shall be conclusively extended by 1 month in each case.

**10. Place of performance/place of jurisdiction:** The place of performance for all obligations arising from the contract is the registered office of the Buyer. For all legal disputes concerning the existence or non-existence of a contractual relationship and for all legal disputes arising from such a contractual relationship, the parties agree, in accordance with Section 104 JN (Jurisdiction Norm), that the court with local and subject-matter jurisdiction for the registered office of the company of the Buyer shall have jurisdiction. However, at the Buyer's discretion, the Seller may also be sued at its general place of jurisdiction or at the arbitration court of the Vienna Commodity Exchange. In the latter case, both parties to the contract submit in all disputes arising from this contract or from future transactions concluded between the parties, at the exclusion of ordinary legal recourse, to the arbitration rules and the arbitration court of the Vienna Commodity Exchange, which shall apply Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**11. Data protection:** The Buyer refers to the privacy policy at [www.stallinger.at/datenschutz](http://www.stallinger.at/datenschutz).

**12. Applicable Law:** Austrian law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**13. Invalidity of individual provisions:** Should one or more provisions of these GTCP be invalid or inadmissible, this shall not affect the validity and applicability of the remaining provisions, and in this case the provisions of Austrian Timber Trade Practices or Austrian law shall apply in this order on a subsidiary basis.

**14. The Seller declares that he has received a copy of these clauses ("GTCP") agreement and is in full agreement with its contents.**