



STALLINGER HOLZINDUSTRIE

General Terms and Conditions of Business and Delivery of the Seller (“GTCs”)

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

2. Offers / Terms and Conditions: All offers made by the Seller are subject to change and are non-binding. A contract is only concluded when an order confirmation is sent. If the Buyer does not object to changes to the offer in this order confirmation within 5 working days, the contract is deemed to have been concluded in accordance with the order confirmation. Verbal or telephone agreements or subsidiary agreements must be confirmed in writing, otherwise they are deemed not to have been agreed.

3. Delivery / transfer of risk: Unless otherwise agreed, deliveries shall be accepted by the Buyer ex works after they have been made available for loading at the works. The Seller's delivery times and dates are specified in the order confirmation. Loading shall be carried out by the Seller. The type of loading must be checked and the Seller accepts no warranty or liability in this respect. Upon completion of the loading of the goods, the risk shall pass to the Buyer. Unless a fixed date has been expressly agreed, delivery times are always non-binding.

4. Exemption from performance: The Seller shall not be liable for delays in delivery on its part that are not due to intent or gross negligence, nor shall it be liable for delays in delivery by its suppliers for which it is not responsible, nor for delays in delivery due to machine breakdown, weather-related raw material shortages, force majeure such as pandemics, strikes, war and the like. In such cases, the Buyer waives its right to withdraw from the contract or to assert claims for damages of any kind. In such cases, the Seller may – without any adverse legal consequences for itself – withdraw from the contract in whole or in part or postpone performance in accordance with the delivery impediment, in which case the Buyer waives the right to assert claims for damages on any grounds whatsoever.

5. Prices / payments: All prices quoted are in euros. Prices are in principle to be understood as net prices plus taxes and duties. Unless otherwise agreed, the Seller's invoices are to be paid within 30 days, without any deductions and free of charges. Should the Buyer make transfers with bank charges payable by the recipient, the Seller shall consider the invoice payment to be incomplete and shall demand payment of the charges. Cheques and bills of exchange shall only be accepted by separate agreement and only on account of payment and not in lieu of payment; all charges shall be borne by the Buyer. Offsetting against counterclaims of any kind by the Buyer is not permitted and requires a separate agreement. If the payment deadline is exceeded, in the event of default of acceptance or in the event of a missed deadline, statutory default interest in accordance with Section 456 UGB (Austrian Commercial Code) at a rate of 9.2 percentage points above the base interest rate shall be agreed. In the event of default, the Buyer shall be obliged to reimburse all judicial and extrajudicial collection costs in addition to the default interest.

6. Transport / freight costs: Unless otherwise agreed, transport shall be at the expense and cost of the Buyer. Packaging shall be provided by the Seller (included in the price); the disposal of the packaging shall be at the expense of the Buyer.

7. Warranty / compensation / product liability: Information regarding the quality and quantity of the goods and delivery times is non-binding unless otherwise agreed. Goods accepted by the Buyer are stored at the Buyer's expense and risk, as are goods made available to the Buyer on call. Compensation for consequential damage caused by defects is excluded. The Seller is not liable for defects, consequential damage caused by defects or damage resulting from improper handling or processing of the goods. The suitability of the goods delivered by the Seller for the purpose intended by the Buyer is not guaranteed and is the responsibility of the Buyer. The Buyer is only entitled to claims for damages of any kind if the Seller is responsible for intentional or grossly negligent behaviour, whereby any obligation to pay damages on the part of the Seller is limited to the value of the goods. Any further obligation to pay damages is excluded in all cases. The Buyer waives in advance all rights of recourse against the Seller in accordance with Section 12 PHG (Product Liability Act). In the event of the transfer of products that have been produced with the Seller's goods – in whole or in part –, the Buyer is obliged to transfer this waiver in full to its customers, including this obligation to include all



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further customers, so that the Seller immediately acquires the right to independently assert this exclusion of recourse against any persons entitled under Section 12 PHG. The Seller does not guarantee that the goods passed on by the Seller to the Buyer are also free from defects within the meaning of the PHG as parts of the products manufactured by the Buyer or its customers.

8. Notice of defects: The provisions and deadlines of Sections 25 to 30 of the Austrian Timber Trade Practices shall be deemed to have been agreed.

9. Retention of title: The goods delivered by the Seller shall remain the property of the Seller until the agreed price has been paid in full. The Buyer is obliged to transport the goods carefully and store them separately until such time and to insure them adequately against all damage. In the event of destruction of the goods, the Buyer irrevocably assigns the insurance benefit from the claim relating to the goods. Payments from this claim settlement are to be made exclusively to the Seller up to the agreed purchase price, plus default interest and collection costs. In the event of default in payment, the Seller is entitled, at its discretion, either to collect the goods – without prior notice – from the Buyer or wherever they are located and to sell them to cover the loss, or to withdraw from the contract and demand the return of the goods and then sell them to cover the loss. In any case, the Buyer shall be liable for the loss of profit resulting from the covering sale as well as for default interest and judicial and extrajudicial collection costs. The resale of the goods subject to retention of title is only permitted with the express written consent of the Seller.

10. 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. The Buyer shall call off the partial deliveries at as regular intervals and in as equal quantities as possible, notifying the Seller of the partial call-offs in writing 2 weeks before the desired delivery date. If the entire delivery quantity is not duly called off during the agreed delivery period, the Seller shall be free to extend the delivery period at

its discretion, of which the Buyer shall be notified in writing by the Seller, or to request the Buyer to call off the remaining delivery quantity, setting a grace period of 1 month. If the Buyer fails to comply, the Seller shall be entitled to withdraw from the contract and make a covering sale; in this case, the Buyer shall be liable to the seller for lost profits and collection costs. If the delivery period is not expressly extended in writing by the Seller, it shall be extended conclusively by 2 months in each case.

11. Place of performance / place of jurisdiction: The place of performance for all obligations arising from the contract is the registered office of the Seller. 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 Seller shall have jurisdiction. However, at the Seller's discretion, the Buyer 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.

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 GTCs 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.