

General Terms and Conditions (Conditions of Purchase)

1. Scope of Application

- 1.1 All deliveries, services and quotations of our suppliers are exclusively based on these General Terms and Conditions of Purchase. They are an integral part of all contracts which we conclude with our suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or quotations to the ordering party, even if they are not separately agreed again.
- 1.2 Contrary, deviating or even only supplementary terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter which contains or refers to terms and conditions of business of the supplier or a third party, this does not imply any agreement with the validity of those terms and conditions.
- 1.3 Our terms and conditions of purchase apply only to entrepreneurs.

2. Conclusion of the Contract

- 2.1 Our order is considered binding at the earliest when it is submitted or confirmed in writing.
- 2.2 Insofar as our quotations do not expressly contain a binding period, we shall be bound by them for one week after the date of the quotation. Decisive for the timely acceptance is the receipt of the declaration of acceptance by us.
- 2.3 We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notice with a period of one week before the agreed delivery date. The same shall apply to changes to product specifications insofar as these can be implemented within the scope of the supplier's normal production process without significant additional expenditure, whereby in such cases the period of notice pursuant to the preceding sentence shall be at least 2 weeks. We will reimburse the supplier for any proven and reasonable additional costs incurred by the change. If such changes result in delays in delivery which cannot be avoided with reasonable efforts in the supplier's normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing of any additional costs or delays in delivery to be expected, based on a careful assessment, in good time before the delivery date, but at least within five (5) working days after receipt of our notification pursuant to sentence 1.

- 2.4 If errors occur on our part during the conclusion of the contract through no fault of our own, e. g. due to transmission errors, misunderstandings, etc., a claim for damages against us is excluded.
- 2.5 Until complete fulfilment, we are entitled to demand changes with regard to the quality, delivery or delivery period of the ordered item or service, insofar as this is not unreasonable for the supplier.

3. Prices, Terms of Payment

- 3.1 The agreed prices are fixed prices and include freight, packaging, and other additional costs free to the place of performance named by us. We will accept price increases, for whatever reason - even in the case of general or permanent delivery contracts – only if an express agreement has been made in text form.
- 3.2 In all order confirmations, delivery documents and invoices, our order number, article number, delivery quantity and delivery address must be stated. If one or more of these details are missing and if, as a result, processing by us is delayed in the normal course of our business, the payment deadlines shall be extended by the period of the delay.
- 3.3 Unless otherwise agreed, payments will be made either within 14 days after receipt of invoice with 3 % discount or within 30 days with 2 % discount or within 60 days net. Discounts will be deducted from the invoice amount including value added tax. The periods shall commence upon receipt of the invoice or, if the delivery item arrives after the invoice, upon receipt of the goods, but under no circumstances before the agreed delivery date.

4. Delivery Period, Delivery, Default of the Debtor

- 4.1 Dates and deadlines agreed upon are binding and must be strictly adhered to. Decisive is the receipt of the delivery item or the complete provision of the service at the agreed place of performance.
- 4.2 As soon as it becomes apparent to the supplier that there may be a delay in delivery of the goods or services, the supplier must inform us immediately in writing and agree a new date with us. This does not change the binding nature of the agreed date. Any additional costs arising from this delay are to be borne by the supplier.
- 4.3 If the goods or services are delivered before the specified date, we are entitled to reject them. We can also reject partial deliveries and partial services.
- 4.4 The supplier is not entitled to make partial deliveries without our prior written consent.
- 4.5 If the supplier falls behind, we are entitled to claim 0.5 % for each week of default or part thereof, but no more than 5 % of the order value, as liquidated damages. We can assert liquidated damages until full payment of the delayed delivery item

or delayed service. Liquidated damages shall be set off against the damage caused by the delay to be compensated by the supplier. The assertion of further damages is not excluded by the liquidated damages. The supplier shall compensate for all damages and costs incurred by the delay, in particular also damages and costs due to production stoppage as well as any necessary additional purchases. The unconditional acceptance of delayed deliveries or services does not constitute a waiver of the claims to which we are entitled due to the delayed delivery or service.

- 4.6 If the supplier falls behind, we are entitled, after setting a grace period, provided that this is not dispensable by law, and without prejudice to further legal claims, to withdraw from the contract in whole or in part at our discretion and/or to claim damages.
- 4.7 The supplier must take back the packaging of the goods at our request and at his/her own expense.
- 4.8 The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (item number and quantity) and our order number (date and number). If the delivery note is missing or incomplete, we are not responsible for any delays in processing and payment resulting from this. Separated from the delivery note, a corresponding dispatch note with the same content shall be sent to us. We reserve the right to refuse acceptance of the delivery if the afore-mentioned documents are missing.
- 4.9. In the case of CIF deliveries, first-class insurance must be taken out to cover the goods with the CIF value + 10 %.

5. Place of Fulfilment, Transfer of Risk, Force Majeure

- 5.1 Place of fulfilment for all deliveries and services of the supplier is the place of performance determined by us.
- 5.2 The dispatch of each delivery must be notified to us by means of a dispatch note.
- 5.3 The risk of complete or partial loss, damage or other deterioration of the delivery item is transferred to us after acceptance at the place of performance determined by us.
- 5.4 The place of performance is specified by us in the order.
- 5.5 Force majeure, labour disputes, operational disruptions through no fault of our own, unrest, official measures and other unavoidable events release us for the duration of their persistence from the obligation to accept the delivery items and services in good time. Should the events continue for a not negligible period of time and lead to a reduction in our requirements - also due to other procurement that has become necessary in the meantime - we shall be entitled to withdraw from the contract in whole or in part - without prejudice to our other rights - until one month after the end of the event.

6. Inspection for Defects, Liability for Defects

- 6.1 In case of defects, we are entitled to the legal claims without limitation. Notwithstanding the aforementioned legal rights, the warranty period shall cover 3 years. If longer periods apply by law, these are decisive.
- 6.2 Deviations in quality and quantity shall be deemed to have been notified in good time in any case if we notify the supplier of them within five working days of the receipt of the goods by us. Hidden material defects shall be deemed to have been notified in good time in any case if the notification is made to the supplier within 5 working days of their detection.
- 6.3 We do not waive warranty claims by accepting or approving samples or specimens submitted.
- 6.4 Notwithstanding our legal rights, the following shall apply: If the supplier does not fulfil his/her obligation to provide subsequent performance - at our discretion either by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the seller. If the subsequent performance by the seller has failed or is unreasonable for us (e. g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), we need not set a deadline; we will inform the seller of such circumstances without delay, if possible in advance.

7. Product Liability

- 7.1 The supplier is responsible for all claims asserted by third parties for personal injury or property damage resulting from a defective product delivered by him/her and is obliged to indemnify us from the resulting liability. If we are obliged to recall products from third parties due to a defect in a product delivered by the supplier, he/she shall bear all costs associated with the recall campaign.
- 7.2 The supplier is obliged to maintain product liability insurance at his/her own expense with a coverage of at least EUR 10 million, which, unless otherwise agreed in individual cases, need not cover the risk of recall or criminal or similar damages. The supplier will send us a copy of the liability policy at any time upon request.

8. Property Rights

- 8.1 The supplier shall be responsible in accordance with paragraph 2 for ensuring that no property rights of third parties in countries of the European Union, in the US, Canada, Indonesia, Malaysia, or in countries in which he/she manufactures the products or has them manufactured, are infringed by the products he/she supplies.

- 8.2 The supplier is obliged to indemnify us from all claims which third parties make against us due to the infringement of industrial property rights mentioned in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply if the supplier demonstrates that he/she is neither responsible for the infringement of the property right nor could have been aware of it at the time of delivery while having taken due commercial care.
- 8.3 Our further legal claims due to legal defects of the products delivered to us remain unaffected.

9. Property Protection

- 9.1 We reserve the right of ownership or copyright of all orders, contracts and drawings, illustrations, calculations, descriptions, and other documents that we provide to the supplier. The supplier may not make them accessible to third parties without our express consent, nor may he/she use or reproduce them himself/herself or through third parties. He/she must return these documents to us in full at our request if he/she needs them no longer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Copies of such data made by the supplier are to be destroyed in this case unless these data need to be stored within the scope of statutory retention obligations and are stored for backup purposes within the scope of the usual data backup.
- 9.2 Tools and models which we make available to the supplier or which are manufactured for contractual purposes and are invoiced to us separately by the supplier remain our property or become our property. The supplier shall mark them as our property, keep them safe, protect them to an appropriate extent against damages of any kind and use them only for the purposes of the contract.
- 9.3 Reservations of title by the supplier shall only be valid insofar as they relate to our payment obligation for the products under reservation of title. In particular, extended or prolonged reservations of title are not permitted. In the case of a reservation of title, this reservation of title will expire at the latest at our payment of the purchase price for the delivered goods.

10. Secrecy

The supplier is obliged to keep the conditions of the order and all information and documents (with the exception of publicly accessible information) made available to him/her for this purpose confidential for a period of 5 years after conclusion of the contract and to use them only for the execution of the order. He/she will return them to us immediately on request after dealing with enquiries or after processing orders.

11. Compliance with Quality Standards, Documentation

- 11.1 The supplier shall ensure that he/she controls the quality of the goods prior to their dispatch. Quality control shall be carried out in compliance with national and international standards for timber trade and production.
- 11.2 For orders of certified goods, the supplier must submit the relevant evidences without being asked. If the evidences are not submitted despite the setting of a deadline, we are entitled to reduce the price retrospectively. When the certificates expire, the new certificates must be sent to us without having to ask for them.
- 11.3 If we are requested to provide insight into our production and trading processes in connection with the verification of compliance with certain requirements, the supplier agrees to grant insight into his/her production and trading processes as well.
- 11.4 We reserve the right to conduct appropriate inspections and quality audits of the supplier's production facilities at any time during normal business hours after reasonable notice.

12. Place of Fulfilment, Place of Jurisdiction, Applicable Law

- 12.1 For both parties, the place of fulfilment for all obligations arising from the contract, in particular for delivery and payment, is the registered office of our company or the place of performance specified by us.
- 12.2 The contracts concluded between us and the supplier are subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.3 For merchants, the place of jurisdiction for all legal disputes arising from the contractual relationship as well as from its creation and its effectiveness shall be the court responsible for the registered office of our company for both parties. At our discretion, we may also bring an action at the supplier's registered office.