

DANZER GENERAL PURCHASE CONDITIONS FOR WOOD PRODUCTS

1. SCOPE OF APPLICATION

All purchases, quotes, deliveries and other services of the Seller of logs, lumber, veneers, or other goods classified as “wood,” (hereinafter “Goods”) and as defined in the “Purchase Order” (also sometimes “Log Tally”) are governed exclusively by these "General Purchase Conditions for Wood Products" between the Seller and the Buyer (hereinafter “DANZER”).

2. CONTENT OF CONTRACT

The Goods of the contract is expressly defined in the Description of Goods in the Purchase Order with species name and quantity.

Change requests of the Seller will be considered following the conclusion of a corresponding agreement that sets out the effects on the price and delivery deadlines in a new Purchase Order.

3. DELIVERY DATE/ACCEPTANCE OF DELIVERY/DOCUMENTS/DECLARATIONS

- 3.1. The Delivery date of the Goods will be as agreed in the Purchase Order. Terms of delivery are stipulated in the Purchase Order.
- 3.2. Costs for appropriate handling and preparation of the Goods for transportation shall be included in the purchase price.
- 3.3. The agreed upon quantities, measurements, weights and qualities of the Goods are binding between the Seller and DANZER.
- 3.4. Seller shall make available to DANZER free of charge the necessary customs, transportation and other documentation or certificates in regard to the Goods. The Seller shall provide DANZER with the information and data specified in DANZER’s “EUDR Supplement to Purchase Conditions” within the timeframe indicated therein. Other documents and information shall arrive before or latest at arrival of the Goods at the final destination and shall state the contract-number. Specifically:
 - 3.4.1. Seller hereby confirms, based on a duly carried out control of his procurement sources, that the delivered goods were legally acquired, and that they have been produced in compliance with the applicable legislation in the country of harvest concerning the legal status of the area of production in terms of:
 - land use rights;
 - environmental protection;
 - forest-related rules, including forest management and biodiversity conservation;
 - third parties’ rights;
 - labor rights;
 - human rights protected under international law;
 - the principles of free, prior and informed consent (FPIC), including as set out in the UN Declaration on the Rights of Indigenous Peoples; and
 - tax, anti-corruption, trade, transport and customs regulations.
 - 3.4.2. Seller shall make available to DANZER Seller hereby confirms not to be involved in:
 - Forestry operations engaged in forest-related social conflicts,
 - violation of traditional and human rights in forestry operations,
 - destruction of identified Intact Forest Landscape identified High Conservation Value Forests in forestry operations,
 - significant conversion/destruction of forests to non-forest-use,
 - introduction of commercial Genetically Modified Organisms in forestry operations, and
 - violation of any of the ILO Core conventions in forestry operations.
 - 3.4.3. Seller represents that his business partners respect applicable requirements of the Danzer Code of Conduct available on <http://www.danzer.com/en/company/corporate-responsibility/danzer-code-of-conduct> specifically, that his business activities and operations are free of bribery;
 - that he takes appropriate measures to ensure that no child or forced labor occurs at his or his subcontractors’ places of production;

- that young workers, of legal working age and minimum 15 years until the age of 18, are treated according to the law and protected from any type of employment or work which is likely to jeopardise their health, safety or morals (for example avoiding hazardous jobs, night shifts). Young workers shall be ensured minimum wages and limits for working hours and overtime will be set with special consideration to the workers' young age.
- that he recognizes the UN Convention on the Rights of the Child and complies with all relevant national and international laws, regulations and provisions applicable in the country of production.

If child or forced labour is found in any place of production or if a major non-compliance with our requirements occurs, including in relation to the deforestation-free status of the Goods and their production in accordance with the relevant legislation of the country of production, DANZER has the right to terminate this contract or will require the seller to implement a corrective action plan. If corrective action is not implemented within the agreed timeframe, or if repeated violations occur, DANZER will terminate all business with the Seller.

3.5 Seller confirms that the purchased Goods are originating from the region and country stated in the Purchase Order.

3.6 To allow proper implementation of DANZER's requirements, the Seller agrees to:

- provide evidence of compliance with these declarations above (i.e., permits or origin documents);
- to appoint a contact person responsible for legal compliance;
- to pass on the requirements of legal and responsible sourcing throughout the supply chain, including all sub-contractors and signed self-declarations provided to DANZER upon request; and
- to allow and cooperate during on-site inspections and audits to verify origin, legality and other requirements stipulated in this section by DANZER and/or a third-party appointed on their behalf.

4. PLACE OF DELIVERY/INCOTERMS/TRANSFER RISK

The place of delivery as well as the agreed Incoterms (latest Incoterms issued by the ICC) are specified in the Purchase Order.

5. CONFORMITY/INSPECTION

- 5.1 Seller shall be liable for all damages caused by inappropriate handling of the Goods, as long as the goods are under Seller's control.
- 5.2 In the case of veneer, differences in the color of the wood, a natural product, do not constitute a defect or a non-conformity.
- 5.3 Should the delivery be partly damaged, DANZER is entitled to separate the damaged goods and to cancel delivery to the extent it relates to the damaged goods. The price shall be reduced accordingly.

6. APPLICABLE LAW/PLACE OF JURISTICATION

- 6.1 The contract shall be governed by the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) without regard to any national reservation, supplemented for matters which are not governed by the CISG, by the UNIDROIT Principles of International Commercial Contracts and these supplemented by the otherwise applicable national law of DANZER's place of business as indicated in the Purchase Order.
- 6.2 All disputes arising out of or in connection with the present contract shall be negotiated amicably as per standard industrial practice.

7. FINAL PROVISION

- 7.1 The contractual partners are mutually obliged to take all reasonable measures necessary to achieve the intended purpose of this contract to refrain from any activities that prevent the purpose of this contract from being achieved or fulfilled, and to notify DANZER of any changes in the supply area relevant to these conditions.

DATE AND SIGNATURE OF THE PARTIES

Danzer

Name: _____

Date, Location: _____

Signature: _____

Seller

Name: _____

Date, Location: _____

Signature: _____