

DANZER TERMS AND CONDITIONS OF SALE

1. SCOPE OF APPLICATION

All sales, quotes, deliveries and other services of DANZER made in respect of the Purchaser as defined in the "Purchase Order" (PO) are governed exclusively by these "Terms and Conditions of Sale". Different or alternatively worded terms and conditions of the Purchaser shall only be deemed an integral element of the contract if recognized by DANZER in writing.

2. CONTENT OF CONTRACT

The object (hereinafter "Goods") of the contract is expressly defined in the Description of Goods in the PO. Subsidiary agreements, verbal declarations by employees or representatives and changes to confirmed orders including changes to delivered objects require DANZER's written or electronically communicated confirmation in order to become effective. Change requests of the Purchaser will be taken into account following the conclusion of a corresponding agreement that sets out the effects on the price and delivery deadlines.

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

- 3.1 The Delivery date of the Goods will be as agreed in the PO. All delivery dates referring to the completion of manufacture and availability of the Goods are DANZER's best estimate and are subject to change. Delivery times shall not be regarded as binding and delays in delivery shall not entitle Purchaser to claim any damages resulting therefrom.
- 3.2 The delivery date shall be extended accordingly if DANZER is unable to meet the delivery obligations, subject to circumstances or extenuating factors beyond DANZER's control and which were not reasonably foreseeable at the time the contract was concluded. DANZER will inform the Purchaser as promptly as possible when such extenuating factors have begun and ended.
- 3.3 Unless otherwise agreed, the Purchaser is obliged to take delivery of the delivered Goods within two weeks following receipt of notification from DANZER that the delivered Goods are ready in DANZER's shipping location. If the acceptance deadline is exceeded by more than five days, this shall constitute a fundamental breach of contract and entitles DANZER, without prejudice to other legal remedies, to arrange for the shipment of the delivered Goods to the Purchaser, and to charge the Purchaser for this delivery and for the associated formalities. Non-acceptance of the delivered Goods does not absolve the Purchaser of its obligation to pay the purchase price according to the Description of Goods in the PO.
- 3.4 In the event that the Purchaser is unable or unwilling to receive the shipment of Goods, DANZER will arrange for storage at Purchaser's risk and expense and invoice them as having been delivered.
- 3.5 DANZER shall make available to the Purchaser the documents specified in the PO. DANZER provides no representations or warranties beyond reasonable due diligence regarding all certifications received from or generated by outside third parties, unless as indicated in a separate agreement (i.e. Danzer EUDR Service Agreement).

4. PLACE OF DELIVERY/INCOTERMS/TRANSFER RISK

The place of delivery as well as the agreed Incoterms are specified in the PO. If no particular Incoterm clause or other specific delivery clause is concluded, delivery shall always be ex-works (EXW). Except as may be otherwise specified in writing, the transfer of risk shall take place at DANZER's plant before loading and in case of the use of Incoterms, risk shall pass in accordance with the applicable term in the latest version of the Incoterms issued by the ICC at the date of the PO.

5. LIABILITY

- 5.1 DANZER's liability for compensation, in particular consequential loss due to late delivery or a lack of conformity of the Goods or missing of documents is excluded, unless it results from intention or gross negligence or if DANZER has willfully neglected to inform the Purchaser of any defect. Specifically:
 - 5.1.1. In the event of transportation-related damage, the Purchaser shall make a reservation in writing on the delivery note or bill of freight and inform DANZER immediately.
 - 5.1.2. DANZER is not liable for any defects occurring during processing or after processing the Goods, even concealed defects.

5.1.3. DANZER's liability for non-conformity of the Goods is limited to the Contract price of the Goods and DANZER shall not be liable for any special, incidental, indirect or consequential loss or damage of any nature, arising at any time.

5.2 DANZER's liability in accordance with the applicable and unalterable legal product liability regulations is unaffected.

6. RETENTION OF TITLE

- 6.1 The Goods shall remain in DANZER's property until full payment and until all of DANZER's claims against the Purchaser under this contract have been satisfied. The Purchaser is entitled to process and sell the Goods in the ordinary course of business, as long as he is not in delay with the payment of the price. The Purchaser already assigns the claims resulting from the resale or further processing to DANZER to the full extent. DANZER hereby authorizes the Purchaser to revocably collect these claims.
- 6.2 The Goods shall remain DANZER's secured property until ALL of DANZER's claims against the Purchaser – including all due claims arising from other purchase orders or any legal reasons now or in the future – have been satisfied.
- 6.3 Should this retention of title clause be invalid under the law of the country in which the Goods are situated, such security which corresponds to the above retention of title clause shall be deemed to have been agreed upon. The Purchaser shall take all measures necessary for such security to come into effect and/or maintained.
- 6.4 Should a more extensive retention of title clause be permitted by the law of the country in which the Goods are situated – e.g. such as the assignment of the Purchaser's future claims resulting from the resale of the Goods delivered by DANZER – the Purchaser shall, upon DANZER's request, implement such a clause.

7. APPLICABLE LAW / PLACE OF JURISDICTION

- 7.1 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 the Seller's place of business as indicated on the PO.
- 7.2 Specifically, terms relating to payment, failure of payment, conformity, inspection, force majeure, and contract termination not spelled out in the PO are otherwise covered under CISG articles 54, 39, 79, and 29 respectively.
- 7.3 All disputes arising out of or in connection with the present contract shall be negotiated amicably as per standard industrial practice. If an amicable solution is not found, the parties shall finally settle the dispute under the Rules of Arbitration for the court of the Wiener Börse (for DANZER companies situated in Europe) or the International Chamber of Commerce (for DANZER businesses situated in North America) by one or more arbitrators appointed in accordance with said Rules.

8. FINAL PROVISIONS

- 8.1 The invalidity, ineffectiveness or unfeasibility of an individual provision in these Conditions of Sale and Delivery for Trade or any contract based on these Conditions of Sale and Delivery for Trade shall not affect the validity of the other provisions or agreements. In the event of an ineffective or unfeasible provision or agreement, the contractual partners agree to replace this provision or agreement with an effective and feasible provision or agreement that as far as is permissible reflects the economic purpose of the ineffective or unfeasible provision or agreement.
- 8.2 The contractual partners are mutually obliged to take all reasonable measures necessary to achieve the intended purpose of this contract, and to refrain from any activities that prevent the purpose of this contract from being achieved or fulfilled.

DATE AND SIGNATURE OF THE PARTIES

DANZER

Purchaser

Name: _____

Name: _____

Date, Location: _____

Date, Location: _____

Signature: _____

Signature: _____