

General Terms and Conditions of Purchase of Rubner Holzindustrie Ges.m.b.H

1. Scope & objects of delivery

1.1. All purchase of wood by Rubner Holzindustrie Ges.m.b.H. (hereinafter also: "Rubner" or „we“) shall be made exclusively on the basis of these General Terms and Conditions of Purchase (hereinafter: "Terms and Conditions"). Rubner contracts exclusively on the basis of these Terms and Conditions. Any additional or differing terms and conditions of sale or purchase of contractual partners/sellers (hereinafter: "Seller") are not effective for our purchases, orders, deliveries and agreements. Modifications of Rubner's Terms and Conditions expressly do not become part of the agreement, even if Seller refers to them or if their validity has not been separately objected.

No modification of these Terms and Conditions shall be effective or binding unless confirmed by Rubner in writing. The absence of objection, or any silence of Rubner is not considered as consent, e.g. to Seller's requests for modification.

1.2. Subject of the purchase agreement/order/acceptance is wood (hereinafter: "object of delivery"). The Seller warrants and is liable even for the fact that no rights or encumbrances of third parties regarding the object of delivery exist, thus the objects of delivery - including all tangible and intangible rights thereto - pass into the ownership of Rubner completely and free of encumbrances.

2. Requirements and obligations of the Seller

2.1. The object of delivery must be complete: smoothly debranched, straight, and free of rot and breakage. Forming has to be carried out in accordance with Rubner's directives. When cutting to length, the usual oversize of at least 6 cm must be ensured, as well as the smallest pigtail diameter, which must not be smaller than 8 cm. The Seller assures and guarantees that the object of delivery consists exclusively of chemically untreated wood. The Seller guarantees that the wood originates from ecologically sustainable forestry and that the wood and bark are not radioactively contaminated or treated with chlorine-containing substances. The object of delivery has to be free of impurities (e.g. plastic or metals...).

2.2. All forestry or other official requirements and conditions regarding the object of delivery or its delivery in itself must be fulfilled by the Seller. The Seller confirms to comply with all applicable national and international legal provisions [in particular Regulation (EU) No. 995/2010 on the obligations of operators who place timber and timber products on the market] and, in particular, to be authorized pursuant to forestry law to harvest and to sell the objects of delivery pursuant to civil law. If the object of delivery does not originate from a PEFC-certified forest, the Seller warrants upon acceptance of the closing letter that the object of delivery originates from a proper use pursuant to forestry law within the meaning of the Forstgesetz 1975 (ForstG) or in accordance with the relevant legal provisions of the respective country of origin of the objects of delivery.

2.3. The Seller declares to be part of the certification system identified in the final letter, to have received the relevant information sheet, to accept the relevant specifications in the applicable version and to implement these to the extent of its operational possibilities. The Seller warrants that the certification is valid at the time of delivery. The origin of the objects of delivery is to be disclosed by the Seller in writing prior to the conclusion of the contract and, upon Rubner's request, to be certified by appropriate documents. Upon Rubner's request, the Seller assures it's ability to certify the contractual conformity of the entire supply chain for the objects of delivery at any time. For the purpose of documentation (registration), the required data (name and address of the Seller) may be disclosed.

3. Delivery & Prices

3.1. In case of pick-up by Rubner itself or on its behalf, Seller warrants the free removal of the object of delivery up to the public road, in particular the consent of all respective owners and/or occupiers to the free and unencumbered use of all properties, bridges and roads necessary for the survey, delivery, storage and removal of the object of delivery, including toll roads. Any road tolls or other charges for transport shall be borne by the Seller.

3.2. In case of "free on road" pricing, the Seller is responsible for storage in accordance with the transport requirements, i.e. the object of delivery intended for Rubner is to be stored separately from industrial timber and assortments delivered to other customers. Any additional handling costs required above normal loading activities (e.g. in case of poor pre-sorting or storage) will be charged to the Seller. The Seller must store the object of delivery at the agreed place of removal in such way that it can be loaded unhindered by hydraulic truck cranes. Unhindered driving and loading onto a 26-ton truck must be possible, otherwise Seller has to bear any additional costs.

3.3. In case of pricing "wagon loading", Seller ensures the use of the wagon types required by the recipient and the greatest possible utilization of the loading space in compliance with all railroad regulations. Additional freight costs resulting from the use of improper wagons or insufficient loading shall be borne by Seller.

3.4. Assortments not expressly ordered but delivered can be accepted by Rubner at daily prices (Tagespreis) or at the pulpwood price (Faserholzpreis). Daily prices are available at Rubner's office in A-8234 Rohrbach an der Lafnitz, Austria, and can be requested or disclosed on demand.

4. Ownership transfer, dimensions & quality

4.1. The transfer of ownership and risk takes place at Rubner's factory in A-8234 Rohrbach an der Lafnitz, Austria, with the electronic, calibrated measurement of the objects of delivery. The transfer of ownership and risk for commercial assortments (e.g. pulpwood, larch wood or strong wood...) takes place - if delivery to Rubner's factory in A-8234 Rohrbach an der Lafnitz, Austria, is not stipulated - at the factory address specified by Rubner when the order is placed, with the electronic, calibrated measurement of the commercial assortments.

4.2. By handing over the object of delivery, Seller agrees to the calibrated electronic factory dimensions. Only the dimensions in this regard form the basis for the price calculation and invoicing. Measurement and grading shall be carried out in accordance with Austrian Timber Trade Practices. Furthermore, "beetle wood" is accepted as quality, if applicable. The price for beetle wood results from the final letter.

5. Delivery period, complaint period, defective service & transfer of ownership

5.1. The agreed delivery period must be strictly complied with in terms of beginning and end. Seller assures delivery for the delivery period according to the agreed delivery profile. In the event of delays, Rubner is entitled to exercise all rights immediately, even without granting a grace period, to waive further delivery and to make a covering purchase at Seller's expense. In the event of a delay in delivery, any outstanding down payment shall be subject to statutory interest on arrears pursuant to § 456 of the Austrian Commercial Code (UGB).

5.2. Seller is liable for and warrants the fulfillment of its obligations under these Terms and Conditions in accordance with the contract. In the event of a breach, in particular but not limited to third party prohibitions, seizures, etc., all costs/damages incurred by Rubner shall be borne by the Seller.

5.3. Any complaints regarding the type or quantity as well as any visible defects of the object of delivery are to be asserted by Rubner within 14 calendar days after the electronic, calibrated measurement of the object of delivery at Rubner's factory in Rohrbach an der Lafnitz or at the stipulated factory address. There is no further obligation to inspect the goods or to give notice of defects. Hidden defects may be notified by Rubner within a period of 14 calendar days commencing discovery.

5.4. If the contract is not entirely fulfilled by the Seller in terms of quantity within the agreed delivery profile, Rubner is no longer bound to the outstanding delivery order, even without a separate declaration of rescission.

5.5. Unless the object of delivery has already been handed over in accordance with clause 4.1, it shall become the sole property of Rubner in the amount of the payment made, at the latest upon transfer of the payment and regardless of the condition of the object of delivery. Without prejudice to any further rights and claims and also as security for down payments and partial payments made.

6. Force majeure & price adjustment

6.1. In the event of total or partial shutdown of operations at the plant of destination, caused e.g. by force majeure or fire, Rubner is entitled to rescind the contract or to receive delayed delivery.

6.2. In the event of major natural events (e.g. windthrow, snow breakage, etc.) or other significant price changes for the object of delivery, Rubner is granted the right to conduct new price negotiations for timber that has not yet been felled.

7. Severability clause, payment, governing law, legal venue

7.1. If any term or provision of these Terms and Conditions or one or more provisions within the scope of other agreements between the contracting parties are or will be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision. Upon such determination that any term or provision of these Terms and Conditions or provisions within the scope other agreements between the contracting partners is invalid, illegal or unenforceable, such void provisions will be replaced by a valid provision which comes closest to the economic purpose of the invalid or void provision.

7.2. Oral subsidiary agreements shall have no legal effect. Alterations and/or additions to the purchase agreement or these Terms and Conditions must be made in writing in order to be effective.

7.3. All deliveries are payable in A-8234 Rohrbach an der Lafnitz, Austria. Unless otherwise agreed in writing in the closing letter, a payment term of 30 calendar days after invoicing of the object of delivery shall be deemed agreed.

7.4. Unless otherwise agreed in writing, the Austrian Timber Trade Practices (Österreichischen Holzhandelsusancen i.d.g.F.) in the current version are also deemed to be agreed in subordination to these Terms and Conditions. These Terms and Conditions and the entire legal relationship between Rubner and the contractual partner shall be exclusively governed by Austrian substantive law, excluding the conflict-of-law rules of private international law. The potential applicability of the Vienna UN Convention on Contract for the International Sale of Goods (CISG) or similar regulations or provisions is excluded.

7.5. The exclusive place of jurisdiction for all disputes, divergencies or claims arising directly or indirectly from the contractual relationship, including the question of the valid conclusion and the pre- and post-effects, shall be exclusively dealt with the court having pertinent competence for A - 8234 Rohrbach an der Lafnitz, Austria.

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Rohrbach on _____