

General Terms and Conditions of Business and Delivery of the Mayr-Melnhof Holz Group

last amended 20/06/2023

§ 1 Scope

- (1) All offers, deliveries and other contracts of Mayr-Melnhof Holz Group with its registered office in Germany (in the following „**Mayr-Melnhof Holz**“) with its Contractual Partners (in the following „**Contractual Partners**“) regarding deliveries and services provided by Mayr-Melnhof Holz shall be subject exclusively to these General Terms and Conditions (“**GTC**”). The GTC shall also apply to any future deliveries, services or offers to the Contractual Partner, even if not specially agreed again.
- (2) Deliveries shall be made exclusively in accordance with these GTC which are to be interpreted in the light of the respective industry and trade customs. The GTC will be sent in detail by Mayr-Melnhof Holz at any time upon written request and can be accessed via www.mm-holz.com.
- (3) These GTC shall only apply if the Contractual Partner is an entrepreneur (§ 14 of the German Civil Code – “BGB”), a legal entity under public law or special governmental estates within the meaning of § 310 para. 1 BGB. Individually concluded agreements take precedence over these GTC.
- (4) If no written contract is concluded (e.g., verbally concluded contract) these GTC shall apply particularly if the Contractual Partner already is or could be aware of them from a previous regular business relationship.
- (5) Terms and conditions of the Contractual Partner or third parties shall not apply, even if Mayr-Melnhof Holz fails to object to them specifically in each case. Even if Mayr-Melnhof Holz refers to a letter containing or referring to terms and conditions of the Contractual Partner or a third party, this does not constitute an agreement with the validity of those terms and conditions.

§ 2 Offer and conclusion of contract

- (1) All offers of Mayr-Melnhof Holz shall be subject to change and without obligation, unless expressly indicated as binding or containing a specific date of acceptance. If an order is placed on the basis of an offer submitted by Mayr-Melnhof Holz, the contract is generally only concluded when the order is confirmed in writing by Mayr-Melnhof Holz. If, by way of exception, delivery is made by Mayr-Melnhof Holz without written order confirmation and is accepted by the Contractual Partner without objection, the GTC shall apply.
- (2) All legal relations between Mayr-Melnhof Holz and the Contractual Partner shall be governed exclusively by the written purchase contract including these GTC. The contract shall fully reflect all agreements made between the contracting parties regarding the subject matter of the contract. Verbal commitments of Mayr-Melnhof Holz prior to conclusion of this contract shall not be legally binding and verbal agreements between the contracting parties shall be superseded by the written contract unless these expressly specify in each case that they shall remain in force. Additions and modifications to agreements reached (including these General Terms and Conditions) shall be required in writing to be legally effective. Transmission using telecommunication by fax or email shall be deemed in compliance with the requirement of written form when a copy of the signed declaration will be transmitted. This signed declaration shall be made by handwritten signature or by means of a qualified electronic signature.
- (3) Insofar as the intended use specified in writing is not frustrated, Mayr-Melnhof Holz reserves the right to make minor changes to the delivery item ordered as long as these are reasonable for the Contractual Partner. Modifications beyond this scope shall be agreed between the parties on a case-by-case basis.
- (4) Documents, in particular drawings and descriptions of the products and technical specifications or models of Mayr-Melnhof Holz shall be sample specifications and are neither authoritative nor binding with regard to type, quality and requirements nor constitute a guarantee, unless these specifications have been expressly designated as binding in writing in advance. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components by equivalent parts shall be permissible insofar as they do not impair the usability for the contractually intended purpose. Information provided by Mayr-Melnhof Holz, technical advice as well as other data, of whatever kind, are based on experience. However, these are also non-binding and, as far as legally permissible, are made without any liability or warranty. This also applies to contract negotiations in the pre-contractual stage.
- (5) Mayr-Melnhof Holz reserves the right to have the order performed at any time by another company of Mayr-Melnhof Holz Group as vicarious agent. In this respect, Mayr-Melnhof Holz is entitled to subcontract.

§ 3 Prices and payment

- (1) Prices shall be applicable to the scope of services and delivery specified in the order confirmations. Additional or special services shall be charged separately. Unless otherwise agreed upon, all prices shall be in EURO and EXW according to the Incoterms 2020, which is indicated in the order confirmation, plus packaging, statutory value added tax and, for exports, plus duties and charges or any other public levies.
- (2) Where the prices agreed upon are based on the list prices of Mayr-Melnhof Holz and delivery shall be made later than four (4) months after conclusion of the contract, the list prices of Mayr-Melnhof Holz valid on delivery shall be applicable (less any

percentage or fixed discount agreed in each case).

- (3) In the absence of a written agreement to the contrary, the amounts invoiced shall be paid within fourteen (14) days without deductions via bank transfer. Upon expiry of the above payment period, the Contractual Partner shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. Mayr-Melnhof Holz reserves the right to claim further damages caused by default. In particular, Mayr-Melnhof Holz is entitled to charge the Contractual Partner with all costs incurred by its culpable non-fulfilment of contractual obligations, especially, also the costs of appropriate legal action (collection agency of legal representation). Banktransfer costs and charges (in particular from abroad) shall be borne exclusively by the Contractual Partner. Incoming payments shall first be credited to the costs, then to the interest and finally to the purchase price.
- (4) Counterclaims of the Contractual Partner which are not in a relationship of mutuality with the payment claim of Mayr-Melnhof Holz may only be offset or payments withheld on account of any such claims where these counterclaims are uncontested or have become legally established (*res judicata*).
- (5) Mayr-Melnhof Holz shall be entitled to conduct outstanding deliveries or services only after advance payment or the provision of security and withhold them if, after conclusion of the contract, Mayr-Melnhof Holz becomes aware of circumstances which may considerably reduce the creditworthiness of the Contractual Partner and thus jeopardise the ability of the latter to pay debt due to Mayr-Melnhof Holz under the relevant contractual relations (including other individual contracts governed by the same framework contract). In addition, Mayr-Melnhof Holz is entitled in this case, after setting a deadline, to withdraw from agreements and orders that have not yet been completely fulfilled.

§ 4 Place of performance, shipment, packaging, passage of risk

- (1) The place of performance for any obligations under the contract shall be, depending on the respective registered office of the Mayr-Melnhof Holz company, Wismar or Olsberg, unless otherwise agreed on in the order confirmation.
- (2) If the parties agree on a different place of delivery, this place of delivery must be sufficiently even and load bearing so that a truck with 10 t axle pressure can drive in and out unhindered. Unloading must be carried out immediately and properly. Crane assistance requires a separate prior written agreement. Standing and waiting times will be charged separately unless they were caused by gross negligence on the part of Mayr-Melnhof Holz. The same applies to any necessary costs for storage of the goods if unloading at the intended location is not possible.
- (3) The mode of shipment and the packaging shall be decided by Mayr-Melnhof Holz with its reasonable discretion.
- (4) The risk shall pass to the Contractual Partner once the goods to be delivered are handed to the forwarding agent, carrier or any other third party handling the shipment. The same shall apply to part deliveries or any other services to which Mayr-Melnhof Holz has agreed (e.g., shipment or installation). Where the shipment or handover is delayed due to circumstances for which the Contractual Partner is responsible, the risk shall pass to the Contractual Partner on the day on which the goods are ready for shipment and the Mayr-Melnhof Holz has notified the Contractual Partner accordingly.

§ 5 Delivery and delivery period

- (1) Unless otherwise agreed upon, all deliveries shall be ex works (EXW), according to the Intercoms 2020 from the work of Mayr-Melnhof Holz or its affiliated companies indicated in the order confirmation.
- (2) All periods and dates put forward by Mayr-Melnhof Holz for deliveries and services shall be approximates only unless a fixed period or date has been specifically confirmed or agreed. Where shipment has been agreed, the delivery periods and dates shall refer to the time of delivery to the forwarding agent, carrier or any other third party handling the transport.
- (3) Mayr-Melnhof Holz is entitled to make partial deliveries to a reasonable extent after consulting with the Contractual Partner.
- (4) In accordance with the statutory provisions, the handover of the goods shall be deemed to have taken place if the Contractual Partner is in default of acceptance. Storage costs arising from the delay in acceptance shall be borne by the Contractual Partner. Otherwise, the statutory provisions on default of acceptance shall apply.
- (5) If the parties agreed that the delivery must be made on call and if Mayr-Melnhof Holz does not receive the call from the Contractual Partner or does not receive it in time, Mayr-Melnhof Holz shall be allowed to continue insisting on delivery and executing and invoicing the delivery at the end of the delivery period or to withdraw from the contract in whole or in part after setting a deadline. Storage costs resulting from this shall be borne by the Contractual Partner.
- (6) Mayr-Melnhof Holz may - without prejudice to its rights arising from default of the Contractual Partner - demand from the Contractual Partner an extension of delivery and performance periods or a postponement of delivery and performance dates by the period of time during which the Contractual Partner does not fulfil its contractual obligations (such as e.g., timely plan releases, down payments etc.) towards Mayr-Melnhof Holz. Mayr-Melnhof Holz shall only be bound to delivery periods and the contractual delivery period in accordance with the statutory rules if the Contractual Partner fulfils its contractual obligations. This presupposes, in particular, compliance with the terms of payment, timely receipt of all documents to be provided by the Contractual Partner, necessary permits, releases, timely clarification and approval of plans as well as the performance of all other necessary and essential acts of cooperation. If the Contractual Partner does not fulfil its obligations in due time, the legal consequences of default of acceptance shall apply.
- (7) In the case of delivery, a customary insignificant deviation in quantity up to a limit of 10 % of the agreed quantity shall be permitted at the express discretion of Mayr-Melnhof Holz.
- (8) In any case of default in acceptance, the Contractual Partner shall be obliged to pay a contractual penalty of 0.5% of the net price (delivery value) for each completed calendar week of the default, but in total not more than 5% of the delivery value of the ordered

goods. Any further claims for damages shall remain unaffected.

- (9) Mayr-Melnhof Holz shall not be held liable for impossibility (“Unmöglichkeit”) of delivery or for delays caused by force majeure or any other events that were not foreseeable when the contract was concluded, e.g. industrial disputes, disruption of operations of any kind, difficulties in the supply of material or energy, transport delays, strikes, legal lockouts, shortage of labour, energy or raw materials, difficulties in procuring the required administrative permits, measures imposed by authorities, or overdue, incorrect or late deliveries from suppliers, unrest, warlike or terrorist conflicts, natural disasters as well as epidemics or pandemics (including COVID 19) and for which Mayr-Melnhof Holz cannot be held responsible. Where any of these events significantly impedes the delivery or provision of services by Mayr-Melnhof Holz and is not of a temporary nature, Mayr-Melnhof Holz shall have the right to withdraw from the contract. Where hindrances are temporary, the periods of delivery or for provision of services shall be extended or postponed by the period of hindrance and an appropriate start-up period. Where acceptance of delivery or services cannot be reasonably expected as a consequence of the delay, the Contractual Partner may withdraw from the contract by notifying Mayr-Melnhof Holz immediately in writing.

§ 6 Warranty and notification of defects

- (1) The delivered good shall be free of material defects if, at the time of transfer of risk, it has the quality agreed in the contract with the Contractual Partner, is suitable for the use provided for in this contract and is handed over with the agreed accessories and instructions. This shall also apply if the delivered good does not meet the objective requirements pursuant to § 434 para. 3 BGB, in particular if its agreed quality deviates from or falls short of the usual quality of comparable goods.
- (2) The warranty period shall be one year from delivery or, where acceptance is required, from acceptance. This period shall not apply to claims for damages of the Contractual Partner arising from injury to life, body, health of from intentional or grossly negligent breaches of duty by Mayr-Melnhof Holz or its agents, which shall be time-barred in each case in accordance with the statutory provisions.
- (3) Promptly after delivery to the Contractual Partner or a third party specified by it, the goods delivered shall be carefully examined. They shall be deemed accepted unless Mayr-Melnhof Holz is notified within seven (7) working days from delivery of the goods of obvious defects or of any other defect identified during a prompt and careful examination, or within seven (7) working days from discovery of the defect or the time when the defect was noticed by the Contractual Partner during normal use of the goods delivered.
- (4) In the event of material defects relating to the goods delivered, Mayr-Melnhof Holz shall initially be obliged and entitled at its discretion to rectify the defects or provide a replacement within a reasonable period of time. Where unsuccessful, i.e., where rectification or replacement is impossible, unacceptable, refused or causes undue delay, the Contractual Partner shall be entitled to withdraw from the contract or reduce the purchase price accordingly.
- (5) Where the goods delivered infringe an industrial property right or copyright of a third party, Mayr-Melnhof Holz shall, at its discretion and expense, change or replace these goods such that they no longer violate any third-party rights but continue to perform the function agreed by contract, or provide the Contractual Partner with the right of use through conclusion of a licence agreement. Where Mayr-Melnhof Holz fails to do so within a specific period, the Contractual Partner shall be entitled to withdraw from the contract or reduce the purchase price accordingly.
- (6) The obligation of Mayr-Melnhof Holz under § 6 para. 4 does not apply with respect to any goods or portion thereof which are made in accordance with Contractual Partner specifications or requests. The same applies in case a violation of an industrial property right or copyright of a third party is due to a modification made by the Contractual Partner or is a result of a combination, processing or usage of the delivered goods with other products, processes or materials which were not provided by Mayr-Melnhof Holz.
- (7) Where Mayr-Melnhof Holz is responsible for a defect, the Contractual Partner shall have the right to demand payment of damages under the conditions specified in § 7. By way of derogation from § 6 para. 2 damage claims based on injuries of life, body and health and in cases where the damage is caused by gross negligence or wilful conduct shall become time barred in accordance with the statutory provisions.
- (8) If Mayr-Melnhof Holz is the Contractual Partner’s supplier and the Contractual Partner asserts claims against Mayr-Melnhof Holz for reimbursement of expenses, which the Contractual Partner had to bear in relation to its purchaser on account of the defect in a newly manufactured goods sold (§ 445a BGB), the interruption of the expiry of the limitation period for the aforementioned recourse claims and the Contractual Partner’s claims against Mayr-Melnhof Holz in the event of defects (§ 437 BGB) shall, notwithstanding § 445b para. 2 BGB, end five years after the time at which Mayr-Melnhof Holz delivered the good to the Contractual Partner. In this case the Contractual Partner shall be granted an equivalent compensation (§ 478 para. 2 BGB).

§ 7 Liability

- (1) The liability of Mayr-Melnhof Holz for damages irrespective of the cause in law, specifically on grounds of impossibility, default, faulty or incorrect delivery, breach of contract, violation of obligations during contract negotiations and tortuous acts, where these are based on fault, shall be limited as specified under this § 7.
- (2) Mayr-Melnhof Holz shall not be liable for simple negligence of its executive bodies, legal representatives, employees or any other vicarious agents unless it relates to the violation of material contractual obligations. Material contractual obligations shall include timely delivery of the delivery item, its lack of defects which impair its functionality and usability not only insignificantly along with the duty to provide advice, to protect and to exercise proper care, in order to enable the Contractual Partner to use the goods delivered as stipulated and to protect life and body of employees of the Contractual Partner or their property from considerable damage.
- (3) Where Mayr-Melnhof Holz is liable on the merits for payment of damages in accordance with § 7 para. 2, this liability shall be limited to damage which, on conclusion of the contract, Mayr-Melnhof Holz foresaw as a potential consequence of a breach of

contract or should have foreseen exercising due care and attention if Mayr-Melnhof Holz had taken the circumstances into account. Indirect damage and consequential damage as a result of defects of the goods delivered shall also be eligible for compensation only where such damage can typically be expected if used as intended.

- (4) In the event of liability for simple negligence, the liability of Mayr-Melnhof Holz to pay damages and further financial losses resulting therefrom shall be limited to the sum insured under the liability insurance in the amount of EUR 10 million per claim, but only if and to the extent that this limitation of liability covers the contractually typical foreseeable damage per claim. In the event of a product recall, Mayr-Melnhof Holz's liability shall be limited to the sum insured under the liability insurance in the amount of 2.5 million per claim, but only if and to the extent that this limitation of liability covers the foreseeable damage typical for the contract per claim. The above limitation of liability shall also apply in the event of a breach of material contractual obligations.
- (5) The above exclusions and limitations of liability shall apply to the same extent to the executive bodies, legal representatives, employees and other vicarious agents of Mayr-Melnhof Holz.
- (6) Where Mayr-Melnhof Holz provides technical information or acts as a consultant without such information or consulting service being included in the contracted scope of services to be rendered by it, this service shall be provided without cost and to the exclusion of all liabilities.
- (7) The restrictions of this § 7 shall not apply to liability of Mayr-Melnhof Holz based on willful conduct, for guaranteed characteristics of state, due to loss of life or injury to body or health, or under the Product Liability Act.

§ 8 Retention of title

- (1) The retention of title agreed in the following shall serve to secure all currently existing and future claims of Mayr-Melnhof Holz against the Contractual Partner under the supply relationship between the contracting parties (including balance claims based on an open account relationship restricted to this delivery agreement).
 - a) The goods of Mayr-Melnhof Holz delivered to the Contractual Partner shall remain the property of Mayr-Melnhof Holz until full payment of all secured claims. These goods and those replacing them under this clause as subject to the retention of title shall hereinafter be referred to as "Goods Subject to Retention of Title".
 - b) The Contractual Partner shall store the Goods Subject to Retention of Title without cost to Mayr-Melnhof Holz.
 - c) The Contractual Partner shall be authorised to process or re-sell the Goods Subject to Retention of Title in its ordinary course of business until realisation (§ 8 para. 8). Pledging and assignment as security shall not be permitted.
 - d) Where the Goods Subject to Retention of Title are resold, the Contractual Partner shall hereby transfer to Mayr-Melnhof Holz as collateral all claims arising against the purchasing party – in case of co-ownership of Mayr-Melnhof Holz in the Goods Subject to Retention of Title, prorated according to the co-owner's share. Until revoked, Mayr-Melnhof Holz shall authorise the Contractual Partner to collect any claims assigned to Mayr-Melnhof Holz in its own name for the account of Mayr-Melnhof Holz. Mayr-Melnhof Holz shall revoke this collection authorisation only in case of realisation.
 - e) Where the Goods Subject to Retention of Title are seized by third parties, specifically through attachment ("Pfändung"), the Contractual Partner shall promptly inform these third parties of the ownership of Mayr-Melnhof Holz and notify Mayr-Melnhof Holz accordingly in order to enable Mayr-Melnhof Holz to exercise its property rights.
 - f) On request, Mayr-Melnhof Holz shall release the Goods Subject to Retention of Title and the items or claims taking their place at its own option where their value exceeds the amount of secured claims by more than 50%.
 - g) Where Mayr-Melnhof Holz withdraws from the contract due to breach of contract on the part of the Contractual Partner (realisation), including but not limited to default, Mayr-Melnhof Holz shall be entitled to demand the return of the Goods Subject to Retention of Title.
- (2) If the goods owned by Mayr-Melnhof Holz are processed or mixed with other objects not belonging to Mayr-Melnhof Holz, Mayr-Melnhof Holz shall acquire co-ownership of the new object proportionally of the value of the goods to the object processed of mixed at the time of processing or mixing. The Contractual Partner shall hold the created sole or co-ownership in safe custody for Mayr-Melnhof Holz with the diligence of a prudent businessman.

§ 9 Confidentiality and protection of intellectual property

- (1) The Contractual Partner shall keep confidential and shall not disclose to any third party any business and trade secrets and other confidential information, including but not limited, to prices and technical documents, disclosed to the Contractual Partner in connection with its business relationship to Mayr-Melnhof Holz. This confidentiality obligation shall also apply if the Contractual Partner has not taken appropriate confidentiality measures in the sense of § 2 No. 1 b) of the German Trade Secrets Act ("GeschGehG") in individual cases.
- (2) Mayr-Melnhof Holz reserves any property rights, copyrights or other industrial property rights to illustrations, drawings, calculations, models and all other documents transmitted by Mayr-Melnhof Holz in the course of business; they may not be made accessible to third parties without the written consent of Mayr-Melnhof Holz nor may they be used or exploited outside the business relations with Mayr-Melnhof Holz.
- (3) All documents relevant for the rights described above shall be returned to Mayr-Melnhof Holz immediately upon request and in the event of non-conclusion or termination of the contract, regardless the reason, together with any copies made.

§ 10 Final provisions

- (1) The Contractual Partner is obliged to immediately notify Mayr-Melnhof Holz of any changes of address in writing. Written declarations can effectively be sent to the address last provided by the Contractual Partner.
- (2) Modifications and amendments to the contract shall be made in writing to be effective. The written form requirement may only

be waived in writing.

- (3) Exclusive place of jurisdiction for any disputes arising from the business relations between Mayr-Melnhof Holz and the Contractual Partner is the competent court at the respective registered office of the Mayr-Melnhof Holz company. However, Mayr-Melnhof Holz shall also be entitled to sue the Contractual Partner at its general place of jurisdiction.
- (4) All relations between Mayr-Melnhof Holz and the Contractual Partner shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- (5) Where the contract or these General Terms and Conditions contain loopholes, these loopholes shall be deemed filled by legally effective provisions which the contracting parties would have agreed on the basis of the economic objectives of the contract and the spirit and purpose of these General Terms and Conditions if the loopholes had been known.
- (6) These General Terms and Conditions for delivery are drafted in the English and German language. The English version is only a convenience translation of the German version. In case of any discrepancy between the English and the German version, the German version shall prevail.

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