

# General Terms and Conditions of Purchase Mayr-Melnhof Holz Group

Version dated 18 December 2023

## § 1 Scope

- (1) These General Terms and Conditions of Purchase (hereinafter referred to as “GTC” or “General Terms and Conditions of Purchase”) form an integral part of the contracts for goods and services between the supplier of goods or service provider (hereinafter referred to as “Seller”) and the Mayr-Melnhof Holz Group or its affiliated companies based in Germany (hereinafter referred to as “Mayr-Melnhof Holz”). These General Terms and Conditions of Purchase shall also apply to any future transactions with the Seller.
- (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](http://www.mm-holz.com).
- (3) These General Terms and Conditions of Purchase shall only apply if the Seller 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 Seller already is or could be aware of them from a previous regular business relationship.
- (5) Terms and conditions of the Seller 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 Seller 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) The Seller's offers must correspond verbatim to the non-binding enquiry text of Mayr-Melnhof Holz, if there is one, and contain the enquiry reference noted in the subject of the enquiry, such as the project ID. By submitting the offer, the Seller irrevocably declares that all the information contained in his offer is correct and complete, as well as that all the conditions for the fulfilment of his deliveries and/or performance of his services are met.
- (2) The Seller will review the documents provided by Mayr-Melnhof Holz regarding correctness, completeness and function and will notify Mayr-Melnhof Holz of any concerns in writing, without any delay and before sending the offer. Likewise, the Seller will expressly point out any deviations and contradictions from Mayr-Melnhof Holz's request in his offer and will additionally offer Mayr-Melnhof Holz alternatives that are technically or economically more advantageous than the enquiry. Changes to the contract in favor of the Seller on the grounds of insufficient information are excluded.
- (3) Offers and cost estimates provided by the Seller are free of charge and do not lead to any obligations for Mayr-Melnhof Holz.
- (4) Seller's offers that do not contain an explicit acceptance period are binding for the Seller and can be accepted by Mayr-Melnhof Holz within three weeks from the date of receipt by Mayr-Melnhof Holz.
- (5) In the event of any contradictions, the order confirmation by Mayr-Melnhof Holz including the annexes prevails, and secondly these General Terms and Conditions of Purchase apply.
- (6) All agreements between Mayr-Melnhof Holz and the Seller shall be made in writing. Verbal ancillary agreements are only binding if they are confirmed in writing by the parties.

## § 3 Delivery date, Changes to Deliveries/ Services

- (1) The Seller must comply with the agreed dates for the deliveries and services (including specified intermediate dates). In order to meet the delivery date in the case of deliveries of goods, the delivery of the defect-free goods to Mayr-Melnhof Holz during normal business hours with the necessary shipping documents at the place specified in the order, the place of destination, is decisive. If a delivery with installation/service has been agreed upon, the handover of the defect-free goods after proper installation/service is decisive for compliance with the deadline. Insofar as acceptance is provided for by law or contractually agreed, the time of acceptance is decisive. Early deliveries/services or partial deliveries/partial services require the prior express written consent of Mayr-Melnhof Holz.
- (2) If, for whatever reason, the Seller is probably unable to meet the agreed delivery times in whole or in part, he is obliged to notify Mayr-Melnhof Holz immediately in writing, stating the reasons and the expected duration of the delay. In the event of a complete or partial delay in delivery due to force majeure, which entails unforeseeable consequences for the performance of the service, regardless of any legal or official restrictions or requirements, the Seller is only released from its performance obligations for the duration of the disruption and to the extent of its effect. Force majeure events include exclusively war, riots, natural disasters, pandemics, epidemics, fire, union-sanctioned strikes. The Seller shall not be in default with regard to the obligations affected by force majeure. This does not entail an automatic

termination of the contract. Adapted to the changed circumstances and in close coordination with Mayr-Melnhof Holz, the Seller will fulfil its performance obligations towards Mayr-Melnhof Holz as soon as possible. Only in the event of a long-term impediment to delivery shall Mayr-Melnhof Holz be released from the obligation to accept the ordered delivery and/or service in whole or in part, and shall be entitled to withdraw from the contract insofar as the delay caused by force majeure – taking into account economic aspects – excludes the usability of the delivery and/or service at Mayr-Melnhof Holz.

- (3) If, without prejudice to the provisions of § 3 para. 2 of these GTC, the Seller fails to perform his services or does not do so within the agreed delivery time, or if he is in default, the rights of Mayr-Melnhof Holz – in particular withdrawal and compensation for damages – shall be determined in accordance with the statutory provisions. The provisions of § 3 para. 7 of these GTC remain unaffected.
- (4) The unconditional acceptance of a delayed (partial) delivery / (partial) service does not constitute a waiver by Mayr-Melnhof Holz of any rights or claims due to timely (partial) delivery / (partial) performance.
- (5) Changes to the item or date of delivery/service require the prior written approval of Mayr-Melnhof Holz.
- (6) The Seller is obliged to request any documents to be provided by Mayr-Melnhof Holz or other agreed acts of cooperation in good time for the execution of the contract.
- (7) In the event of a delay in delivery, Mayr-Melnhof Holz is entitled to demand a contractual penalty in the amount of 0.5% of the purchase price per completed calendar week, but not more than 5% of the purchase price in total. The right to assert further damages is expressly reserved.
- (8) The deduction of the contractual penalty does not release the Seller from his obligation to deliver and/or perform.
- (9) If the agreed delivery date is not met, Mayr-Melnhof Holz is entitled, after the inconclusive expiry of a legally reasonable grace period set by Mayr-Melnhof Holz, to demand damages for non-performance or to obtain replacement from a third party or to withdraw from the contract.
- (10) Mayr-Melnhof Holz may demand from the Seller the interruption of further execution of the order at any time. For interruptions of up to a maximum of six months, the Seller will not assert any claims against Mayr-Melnhof Holz. In the event of interruptions that exceed six months, the Seller will describe the consequences to Mayr-Melnhof Holz in detail and offer Mayr-Melnhof Holz the economically best possible change to the schedule.

#### **§ 4 Prices and Terms of Payment**

- (1) Prices are to be determined on the basis of a comprehensible calculation. The calculation documents are to be submitted to Mayr-Melnhof Holz at the latter's request in order to review the price appropriateness of the offer.
- (2) The agreed prices are fixed and maximum prices and are exclusive statutory value added tax within the meaning of the German Sales Tax Law (*Umsatzsteuergesetz*) in its current version and, unless otherwise agreed, shall apply as prices in euros. The prices are valid free of charge, place of installation or use or place of delivery unloaded (DPU, unloaded, Incoterms 2020).
- (3) Duties, taxes, legal fees and transport costs, costs for packaging, insurance or other costs not mentioned in the offer and in the order are borne by Seller.
- (4) The goods must be packaged in a way that is suitable for transport and environmentally friendly.
- (5) Mayr-Melnhof Holz is entitled to offset its own outstanding claims against those of the Seller.
- (6) All payments shall be made within 30 days, minus a 3% discount, or 60 days net after receipt of invoice and complete fulfillment. Payments made by Mayr-Melnhof Holz do not imply an acknowledgement of the regularity of the delivery, documentation and provision of services and thus do not constitute a waiver of claims arising from disruptions of performance for any legal reason whatsoever.

#### **§ 5 Shipping Regulations**

- (1) Unless otherwise agreed, the goods shall be delivered DPU destination, unloaded (Incoterms 2020). The delivery must be accompanied by the delivery note in duplicate, packing slips, certificates and test certificates in accordance with the agreed specifications and other necessary documents. In all shipping documents and, in case of packaged goods, on the outer packaging, the customer, the order number and, in the case of projects, the project number and the place of installation must be listed in full.
- (2) Proof of origin requested by Mayr-Melnhof Holz will be provided by the Seller with all the necessary information and duly signed, without delay. The same applies to VAT certificates for foreign and intra-community deliveries. The Seller shall inform Mayr-Melnhof Holz immediately if a delivery is subject in whole or in part to an import restriction to Germany/country of destination.

#### **§ 6 Subcontracting**

The Seller may only subcontract with the express written consent of Mayr-Melnhof Holz.

## § 7 Warranty, Guarantee, Withdrawal, Damages, Product Liability

- (1) The Seller guarantees and warrants that all deliveries/services have the agreed or otherwise warranted characteristics. It guarantees and warrants the careful and proper performance of the contract, in particular compliance with the determined specifications and other implementing regulations, in accordance with the latest scientific and technical standards, as well as the quality and expediency of the delivery in terms of materials, construction and execution and the documents (drawings, plans, etc.) pertaining to the delivery/service. The warranty period is 24 months.
- (2) The warranty period shall begin at the time of complete delivery or performance of service to Mayr-Melnhof Holz, which must comply with the applicable contractual provisions without restriction. Partial deliveries and partial services as well as the commissioning and/or use of partial deliveries and partial services by Mayr-Melnhof Holz do not trigger the time limit. For improved parts/services, the warranty period shall begin with the complete handover of the improved part/service. Defects reported during the warranty period must be remedied by the Seller immediately and free of charge, including all ancillary costs, at Mayr-Melnhof Holz's option, by repair or replacement. Mayr-Melnhof Holz is always entitled to remedy defects at the expense of the Seller or to have them remedied by third parties, even without setting a grace period in the event of imminent danger, without this affecting Mayr-Melnhof Holz's claims resulting from these defects.
- (3) The statutory warranty rights apply. Furthermore, the Seller is obliged to compensate Mayr-Melnhof Holz for all direct and indirect damages, including lost profits, caused by the defective delivery/service.
- (4) Mayr-Melnhof Holz shall, as far as this is practicable in the ordinary course of business, subject the delivery items to an incoming inspection and notify the Seller of any defects found within two calendar weeks of delivery at the place of performance. Mayr-Melnhof Holz will notify the Seller of defects that only become apparent after the incoming inspection within two calendar weeks of their discovery. During the entire warranty period, the Seller bears the burden of proof that he is not responsible for any defects.
- (5) Insofar as the Seller is responsible for damage to the product, he is obliged to take back the goods and refund the purchase price in full. In the event of a claim against Mayr-Melnhof Holz by third parties due to defective delivery by the Seller, the Seller undertakes to indemnify Mayr-Melnhof Holz against all claims by third parties.
- (6) In all other respects, the statutory provisions apply.

## § 8 Supplier Recourse

- (1) In addition to the claims for defects, Mayr-Melnhof Holz is entitled to the legally determined recourse claims within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB - *Lieferantenregress*) without restriction. In particular, Mayr-Melnhof Holz is entitled to demand from the Seller exactly the type of subsequent performance (repairment or replacement delivery) that Mayr-Melnhof Holz owes its customer in individual cases. This does not restrict Mayr-Melnhof Holz's statutory right to choose (§ 439 para. 1 BGB).
- (2) Before Mayr-Melnhof Holz acknowledges or fulfils a claim for defects asserted by its customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2 and 3 BGB), Mayr-Melnhof Holz will notify the Seller and ask for a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by Mayr-Melnhof Holz shall be deemed to be owed to the customer of Mayr-Melnhof Holz. In this case, it is up to the Seller to prove the contrary.
- (3) Mayr-Melnhof Holz's claims for recourse against suppliers shall also apply if the defective goods have been further processed by Mayr-Melnhof Holz or another contractor.

## § 9 Contracts for Work

In the event of an agreement for work (*Werkvertrag*), Mayr-Melnhof Holz as the purchaser may terminate the contract for work in whole or in part at any time until the work has been completed. The legal consequences result from the legal requirements of § 648 BGB. Upon handover, ownership of the deliveries/services in question or parts thereof shall be transferred to Mayr-Melnhof Holz.

## § 10 Service Contracts

- (1) In the case of an agreement for the provision of services, either party is entitled to terminate this contract with two weeks' notice to the end of the respective calendar month. The right of both parties to terminate the contract without notice for good cause remains unaffected. The Seller, in this case the "**Contractor**", is not entitled to terminate the contract at an inopportune time.
- (2) Any notice of termination must be in writing and must be served by registered letter.
- (3) After termination of the contract, the Contractor shall return or delete work and business documents as well as other work

equipment provided to it immediately and unrequested. The assertion of a right of retention is excluded. Electronic data must be completely deleted. Excluded from this are documents and data for which there is a longer statutory retention obligation, but only until the end of the respective retention period. Upon request, the Contractor shall confirm the deletion to Mayr-Melnhof Holz in writing.

## § 11 Intellectual Property Rights

The Seller guarantees and warrants that all deliveries are free of intellectual property rights of third parties and, in particular, deliveries and use of the delivery items do not infringe patents, licenses or other intellectual property rights.

## § 12 Legal Title

- (1) Mayr-Melnhof Holz acquires unrestricted ownership of the object of the delivery/service after its delivery and acceptance. Mayr-Melnhof Holz acquires an unlimited right of use for the software supplied. By handing over the goods, the Seller declares and guarantees that he is fully entitled to dispose of them and, in particular, that the goods are not subject to extended retention of title by a third party, unless the Seller names this third party at the latest when the contract is concluded.
- (2) Ownership and copyright of the documents provided by Mayr-Melnhof Holz to the Seller remain with Mayr-Melnhof Holz. At the request of Mayr-Melnhof Holz, the Seller must return these documents in full if they are no longer required by the Seller in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

## § 13 Confidentiality

The Seller undertakes to treat all information related to the conclusion of the contract confidentially. Persons relating to the Seller who become aware of information and documents must be subject to a corresponding obligation of confidentiality to be imposed by the Seller.

## § 14 Final Provisions

- (1) 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.
- (2) The Seller 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 Seller.
- (3) Modifications and amendments to the contract shall be made in writing to be effective. The written form requirement may only be waived in writing.
- (4) Exclusive place of jurisdiction for any disputes arising from the business relations between Mayr-Melnhof Holz and the Seller 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 Seller at its general place of jurisdiction.
- (5) All relations between Mayr-Melnhof Holz and the Seller 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.
- (6) These General Terms and Conditions of Purchase 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.

**Status: December 2023**