

Standard Terms and Conditions of Purchase of the Mayr-Melnhof Holz Group

last amended 21.10.2020

I. General information

1. The General Terms and Conditions of Purchase of Mayr-Melnhof Holz Holding AG and its affiliated companies with their headquarters located in Austria (hereinafter referred to as the „General Terms and Conditions of Purchase“) are part of the contracts for deliveries and services between the supplier and/or service provider (hereinafter referred to as „Contractor“ and Mayr-Melnhof Holz Holding AG or its affiliated companies with their headquarters located in Austria (hereinafter referred to as „Client“). Any contradictory or deviating general terms of the Contractor shall only be valid, if the Client has declared his/her expressed written consent to such general terms. The mere reference to a letter from the Contractor containing or referring to such general terms does not constitute any agreement on the part of the Client as to the validity of those general terms of business.
2. Therefore, the Contractor's general terms of business do not apply even if the Client accepts the delivery / service without reservation in knowledge of the general terms of business of the Contractor. The General Terms and Conditions of Purchase also apply to all future businesses with the Contractor.

II. Quotation

1. The Contractor's quotations must relate to the text of the request - if there is one - verbatim and include the reference of the relevant request, such as the project ID, noted in the subject of the request. By submitting the quotation, the Contractor irrevocably declares that all information contained in his quotation is correct and complete, and that all conditions for the fulfilment of its deliveries and / or rendering of its services are met.
2. The Contractor will check the documents provided by the Client for correctness, completeness and function and notify the Client in writing about any concerns before the quotation is submitted. Furthermore, the Contractor will explicitly point out in his quotation any discrepancies and contradictions regarding the Client's request and offer the Client alternatives that are technically or economically more favourable compared to the request. Contractual changes in favour of the Contractor on the grounds of inadequate information are not admissible.
3. Quotations and cost estimates of the Contractor are free of charge and do not create any obligations for the Client.
4. Quotations by the Contractor that do not contain an explicit acceptance period shall be binding for the Contractor and can be accepted by the Client within twelve weeks from receipt by the Client.
5. In case of any contradictions, the order letter from the Client including the attachments has the highest priority, followed by these General Terms and Conditions of Purchase.

6. All agreements between the Client and the Contractor must be in writing. There are no oral side agreements.

III. Delivery date, changes of deliveries / services

1. The Contractor must comply with the deadlines agreed for deliveries and services (including specified intermediate dates). Delivery dates of deliveries of goods are met, if the defect-free goods are delivered to the Client during normal business hours with the necessary shipping documents at the place specified in the order (the agreed delivery address). If assembly work and/or additional services have been agreed for any particular delivery, the handover of the faultless goods after proper execution of the assembly / service are required for the fulfilment of the agreed deadline. Insofar as acceptance is provided for by law or on the basis of a contract, the time of acceptance shall be decisive. Early deliveries / services or partial deliveries / partial services require the prior express written consent by the Client.
2. The Contractor is obliged to justify any delay immediately by notifying the Client in writing, providing comprehensible details of the circumstances and duration of the delay. This notification will only releases the Contractor from liability if the delay has demonstrably been the fault of the Client or is due to force majeure (as defined below).
3. The unconditional acceptance of a delayed (partial) delivery / (partial) service does not constitute a waiver by the Client of any rights or claims for timely (partial) delivery / (partial) service.
4. Changes to the delivery / service item or date require the prior written approval of the Client.
5. For the proper execution of the contract, the Contractor is required to request any documents necessary or any other agreed cooperation from the Client in good time.
6. In the event of a delay in delivery, the Client is entitled to demand a contractual penalty in the amount of 1% of the delivery value per completed calendar week, but not more than 10%. Any additional claim/s of further damage is expressly reserved.
7. The deduction of the contractual penalty does not release the Contractor from his/her obligation to complete the agreed deliveries and / or provide the agreed service.
8. If the agreed delivery date is not met and a legally permissible period of grace granted by the Client has expired to no avail, then the Client is entitled, in his sole discretion, to demand compensation for non-performance or to obtain a replacement from a third party or to withdraw from the contract.
9. The Client may demand from the Contractor to suspend the execution of any order at any time. For suspensions of up to a maximum of six months, the Contractor will not make any claims against the Client. In case of suspensions exceeding a

period of six months, the Contractor will submit a description of the relevant consequences to the Client in detail and offer the Client the economically most favourable change in the schedule.

IV. Prices and payment terms

1. The prices are to be determined on the basis of a comprehensible calculation. The calculation documents are to be submitted to the Client at his request so he is able to check the adequacy of the price offered.
2. The agreed prices are fixed and maximum prices and are excl. of any statutory value added tax within the meaning of the sales tax law in its currently applicable version. All prices are in Euros, unless otherwise agreed. Prices apply free place of installation or place of use or place of delivery unloaded (DDP, unloaded, Incoterms 2010).
3. Duties, taxes, legal fees and transport costs, costs for packaging, insurance or other costs, which are not specified in the quotation or in the order, shall be borne by the Contractor.
4. The goods must be transported in a way that is environmentally compatible.
5. The Client is entitled to set off his own outstanding claims against any outstanding claims of the Contractor.
6. All payments are to be made within 30 days, less 3% discount or 60 days net after receipt of invoice and full settlement. Payments by the Client do not imply any recognition of the correctness of the delivery, documentation and services provided and thus do not constitute any waiver of claims regarding performance disruptions for whatever legal reason whatsoever.

V. Shipping instructions

1. Unless otherwise agreed, the delivery of goods shall be DDP destination, unloaded (Incoterms 2010). The delivery shall be accompanied by the bill of delivery in two copies, packing slips, attestations and test certificates in accordance with the agreed specifications and other required documents. All shipping documents and - in case of packaged goods - the outer packaging of the purchaser must include the complete name of the ordering party, the order number and project number (if any) as well as the site of installation.
2. Any proof of origin requested by the Client will be provided by the Contractor with all necessary information and duly signed. The same applies to VAT proof for foreign and intra-Community deliveries. The Contractor shall immediately inform the Client if a delivery is entirely or partly subject to import restrictions to Austria / the country of the place of destination.

VI. Sub-orders

1. The Contractor is not entitled to transfer the contract to any third party in whole or in part without the written consent of the Client.

VII. Warranty, guarantee, damages, product liability

1. The Contractor guarantees and warrants that all deliveries / services have the agreed or otherwise guaranteed properties. He shall guarantee the careful and proper fulfilment of the contract, in particular compliance with the relevant specifications and other regulations for execution, in accordance with the latest scientific and technical knowledge and with the quality and usefulness of the delivery in terms of material, construction and execution, including the documents relating to the delivery / service (drawings, plans, etc.). The warranty period shall be 24 months.
2. The warranty period starts at the time of complete delivery or full provision of service to the Client, in full compliance with the applicable contractual provisions. Partial deliveries and partial services as well as the commissioning and use of partial deliveries and partial services by the Client are not relevant in terms of the start or end of any warranty period. For improved parts / services, the warranty period shall start with full delivery of the improved part / service. During the warranty period, the Contractor has to immediately remedy any claimed defects free of charge. The Contractor shall also bear any ancillary costs. The Client may require the remedy of the defect by way of repair or exchange. In case of imminent danger, the Client shall always be entitled to remedy defects without setting a period of grace and charge the relevant expenses to the Contractor or to have such defects remedied by third parties, without this affecting the claims of the Client based on such defects.
3. The Client shall be entitled to the legal claims for conversion, price reduction and replacement. Furthermore, the Contractor shall be obliged to compensate the Client for all direct and indirect damage caused by the defective delivery / service, including loss of profit.
4. Any duty of inspection on the part of the Client with regard to the deliveries and services of the Contractor before any agreed functional tests or performance tests shall be excluded. During the entire warranty period, the Contractor shall bear the burden of proof that he is not responsible for any defects.
5. If the Contractor is responsible for any product damage, he is obliged to take back the goods and refund the purchase price in full. If the Client makes such a claim, the Contractor agrees to indemnify and hold the Client harmless.

VIII. Withdrawal

1. If the Contractor fails to comply with his contractual obligations in whole or in part, the Client may withdraw from the contract in whole or in part, after the unsuccessful expiry of any granted period of grace (usually 14 days) and irrespective of any divisibility of the delivery / service. As regards the granting of a period of grace, the actual granting of such a term shall be deemed sufficient (for example, by a repeated reminder to the Contractor by the Client).

IX. Cancellation

1. The Client has the right to withdraw from the contract in whole or in part at any time, even without any fault on the part of the Contractor. In such a case, the Client shall be obligated to pay the Contractor the pro-rated contract price in proportion to the deliveries / services already handed over. Furthermore the Client must compensate the Contractor for any documented direct costs of deliveries / services already in progress or for the cancellation of subcontracts. By paying the aforementioned costs, ownership of the relevant deliveries / services or parts thereof shall pass to the Client.

X. Force majeure

1. The contracting parties are fully or partially exempted from the timely performance of the contract if they are prevented from doing so by events of force majeure. The only applicable events of force majeure are wars, riots, natural disasters, pandemics, fires, strikes organised by labour unions. An event of force majeure claimed by one of the contracting parties shall be notified to the other contracting party without delay, but no later than within 5 calendar days of the occurrence of the event, informing the other party about the start and foreseeable end of the hold-up. Dates and deadlines that can not be met due to force majeure will be extended by the duration of the effect of force majeure or, if necessary, by a mutually agreed period. If a case of force majeure lasts for more than four weeks, the Client and the Contractor shall negotiate a settlement of the organisational consequences. However, if a case of force majeure lasts for more than six months, each party to the contract shall have the right to withdraw from the contract in whole or in part.

XI. Property rights

1. The Contractor guarantees and warrants that all deliveries are free from third-party property rights and that, in particular, deliveries and the use of the delivery items do not represent any infringement of patents, licenses or other protected property rights.

XII. Property

1. The Contractor acquires unrestricted ownership of the object of the delivery / service after its delivery and acceptance. The Client acquires the unlimited right of use of any delivered software. By handing over the contract, the Contractor declares and warrants that he is fully authorised to dispose of the goods and in particular that the goods are not subject to any extended retention of title by a third party, unless the Contractor names any such third party at the latest upon conclusion of the contract.
2. The property and copyright of the Client's documents, which he hands over to the Contractor, remain with the Client.

XII. Confidentiality

1. The Contractor undertakes to treat all information connected with the conclusion of the contract confidentially. Any persons working for the Contractor who gain knowledge of information and documents shall be obliged to observe a corresponding confidentiality obligation imposed by the Contractor.

XIV. Final provisions

1. In case any individual provisions of these General Terms and Conditions of Purchase are or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions of Purchase. The ineffective or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of these General Terms and Conditions of Purchase.
2. For orders to Contractors resident within the territory of the European Union: All resulting disputes that can not be settled by mutual agreement are subject to substantive Austrian law with the exception of the Austrian conflict of laws rules (IPRG, EVÜ) and the 1980 UN Convention on the International Sale of Goods, as amended. The place of the ordinary court is Leoben, Austria.
3. For orders to contractors resident outside the European Union: All resulting disputes that can not be settled by mutual agreement are governed by substantive Austrian law, with the exception of the Austrian conflict of laws rules (IPRG, EVÜ) and the 1980 UN Convention on the International Sale of Goods, as amended. The seat of the ordinary court is either Leoben, Austria or the respective competent court at the place of business of the Contractor.
4. The Contractor shall be obliged to confirm the existence of the jurisdiction agreement in writing at the request of the Client at any time.