

**General Wood Sale and Delivery Conditions
of
Papierholz Austria GmbH
(Last updated on 1 April 2022)**

These General Wood Sale and Delivery Conditions (GSDC) shall apply to business transactions between Papierholz Austria GmbH (FN 119980t) as the Seller and its contractual partners as customers. The sale of wood by Papierholz Austria GmbH (hereinafter referred to as “the Seller”) shall be carried out exclusively on the basis of these terms and conditions. Insofar as legal transactions are concluded with consumers within the meaning of the Consumer Protection Act (KSchG), these GSDC shall apply insofar as these do not conflict with mandatory protective provisions of the KSchG. The contractual partner(s) of the Seller (hereinafter referred to as “the Purchaser”) and the Seller expressly agree that the Austrian Timber Trade Practices (Österreichische Holzhandelsusancen - ÖHU) shall only apply if these GSDC do not provide for deviating provisions. The Purchaser expressly declares that its terms and conditions of business, even if it refers to its terms and conditions of business by means of counter-confirmations or in any other form whatsoever, shall not be effective, shall be deemed excluded and shall not become a subject matter of the contract.

1. CONCLUSION OF BUSINESS

Offers made by the Seller and all information and statements made in the course of business negotiations are, unless expressly stated otherwise in individual cases, subject to change and non-binding.

Contracts shall only be valid if they are confirmed in writing by the Seller. A counter -confirmation by the Purchaser after receipt of the order confirmation/ execution of the contract is not required in the case of verbal order placement by the Purchaser. In the event of a discrepancy between the offer and the order confirmation/execution of the contract, the order shall be concluded in accordance with the order confirmation/execution of the contract, unless the Seller or the Purchaser objects thereto within 5 days.

2. CLASSIFICATION, QUANTITY AND QUALITY DETERMINATION

Sawlogs

The determination of the quantity, classification and quality of the wood shall be made at the Purchaser's premises. A representative of the Seller is entitled to check this acceptance by the Purchaser at any time and to be personally present at acceptance. Acceptance must take place immediately, at the latest within 3 days after delivery. A later acceptance is only permissible with the consent of the Seller.

The delivered wood shall be measured by the Purchaser in accordance with the Austrian Timber Trade Practices (ÖHU) and the Austrian calibration regulations on calibrated electronic

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measuring equipment and sorted in accordance with the Purchaser's applicable roundwood sorting guidelines derived therefrom.

Measurement and other records shall be made available to the Seller within 14 days of acceptance, otherwise the Seller shall be entitled to issue a provisional invoice for the estimated value of the goods on the basis of the delivery documents and to make this payable after the payment period agreed in the order.

Roundwood (needle fibre wood, hardwood, sanding wood), industrial wood chips, bark, biomass

The wood acceptance guidelines of Papierholz Austria GmbH shall apply in the respectively valid version. These are available at

www.papierholz-austria.at/de/wir-kaufen

(Specifications and wood acceptance guidelines)

3. RETENTION OF TITLE, PAYMENT

The goods remain the property of the Seller until payment has been made in full. The goods must always be stored by the Purchaser in a clearly identifiable manner and clearly assignable to the respective invoice. The Purchaser must transport and store the goods carefully and insure them against any damage. In the event of destruction or damage to the goods during the retention of title, the Purchaser irrevocably assigns any insurance benefits to the Seller.

A resale or processing of the goods is only permissible until full payment has been made if the Seller has been notified of this in advance, stating the name or company and the exact address of the subsequent Purchaser. In the event of resale or processing of the goods, the extended retention of title is also expressly agreed, insofar as this is permissible in the Purchaser's country. In this case, the Seller shall be entitled to inform the subsequent Purchaser of the existing retention of title at any time.

For deliveries outside Austria, in particular to Germany, the extended retention of title in all its forms shall additionally be deemed to have been agreed with legal effect, insofar as this is legally permissible in the Purchaser's country.

The payment target shall be stipulated in the respective purchase contract. Should neither the contract nor the invoice specify a payment target, the relevant provisions of the Austrian Timber Trade Practices (ÖHU) shall be deemed to have been agreed.

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Payments to the Seller shall be made free of charge for the Seller. All payment fees and charges shall be borne by the Purchaser. The deduction of a discount is only permitted if this possibility is expressly granted on the invoice. In the event of a delay in payment, default interest in the amount of 9.2% p.a. above the base interest rate within the meaning of Section 456 of the Austrian Commercial Code (UGB) shall be agreed, without prejudice to further claims of the Seller and irrespective of whether the Purchaser is at fault for the delay.

4. FORCE MAJEURE / DELAY IN DELIVERY

The Seller shall not be liable for any delay in delivery unless such delay was caused by intent or gross negligence on the part of the Seller. In particular, the Seller shall not be liable for any delay in delivery by upstream suppliers not caused by the Seller. In cases of force majeure, machine breakdown, general or weather-related raw material failures or similar scenarios, the Seller is entitled to exceed the delivery period agreed with the Purchaser. In these cases, the Purchaser waives its right to withdraw from the contract and to assert any claims for damages. In such cases, the Seller shall also be entitled to withdraw from the purchase contract in whole or in part. In the event of significant changes in market prices which make it unreasonable for the Seller to comply with the terms of the contract, the Seller shall be entitled to unilaterally change the purchase price and to adjust it appropriately to the market price. In such a case, the Seller shall inform the Purchaser immediately of the necessary change and the Purchaser shall have the right to withdraw from the contract immediately after notification of the price change. In such cases, the Purchaser waives the right to assert any claims for damages or other claims.

5. PERMITS, PROOF

The Seller guarantees that the wood originates from uses that comply with the applicable legal provisions. Proof of any official permits required for this purpose can be provided. The origin of the wood is stated in the contract and can be proven by presentation of appropriate documents upon the Purchaser's request. The Purchaser is obligated to create all necessary official conditions in compliance with the applicable legal provisions so that the wood can be supplied by the Seller. The entire supply chain can be identified and verified by independent third parties after prior notification.

6. LOADING, TRANSPORT

Unless otherwise agreed in the contract, the Incoterms clause EXW from the Seller's place of storage/provision shall apply. In the absence of any agreement to the contrary, the Purchaser shall bear all costs in connection with acceptance, handing over, preparing, measuring and packing the goods to be

delivered or delivered.

Risk and danger shall pass to the Purchaser upon dispatch of the goods. The Seller shall not assume any liability for proper loading of the goods. The Seller assumes no liability for proper loading of the goods. If the Seller takes over the organisation of the transport for and at the expense of the Purchaser, it shall not be liable for commissioning the least expensive carrier or the least expensive means of transport.

Any costs arising for the use and/or maintenance of all properties, roads, paths and bridges necessary for the transport, storage and removal of the wood, as well as tolls for the use of roads in accordance with the relevant road laws, etc. shall be borne by the Seller.

In all other respects, the Purchaser's wood acceptance guidelines shall apply, supplemented by the provisions of the Austrian Timber Trade Practices, each in the version valid at the time of conclusion of the contract.

7. LIABILITY

The Seller shall not be liable for any damage unless such damage was caused by intent or gross negligence on the part of the Seller. In particular, the Seller shall not be liable for the delivery of qualities or quantities which have not been expressly confirmed in writing.

The Purchaser shall give written notice of any defects within the time limits stipulated in Section 27 para. 1 of the Austrian Timber Trade Practices 2006. These deadlines are expressly agreed as deadlines for timely notification of defects in accordance with Section 377 of the Austrian Commercial Code (UGB). The Seller shall not be liable for internal defects which are not visible from the outside and which occur during or after processing of the goods, unless the Seller was aware at the time of contract conclusion goods from the area of origin of the delivered goods often have the specific internal defect which occurred and the Seller did not inform the Purchaser of this. Any statutory recourse claims, in particular the recourse claim pursuant to Section 12 of the Product Liability Act, are hereby expressly excluded, unless mandatory statutory provisions conflict with such exclusion.

8. CERTIFICATION

The Seller declares to participate in the certification system designated in the contract (FSC[®], PEFC[™], ISO[®] etc.), to accept the relevant specifications in the applicable version and to implement them within the scope of its operational capabilities.

9. INCOTERMS

If Incoterms are referred to or agreed in offers, contracts or order confirmations, they shall be deemed to be agreed in the version of Incoterms 2020 and may only be amended in writing and by express agreement between the Purchaser and the Seller.

These are to be interpreted as follows:

	<input type="checkbox"/> EXW	<input type="checkbox"/> FCA	<input type="checkbox"/> DAP	<input type="checkbox"/> DPU	<input type="checkbox"/> DDP
	"ex works"	"free carrier"	"delivered at place"	"delivered at place unloaded"	"delivered duty paid"
corresponds so	"ex Waldstrasse" or "ex floor"	"loaded" or "ex saw".	"delivered at frontier" or "delivered at destination unloaded"	"delivered at place"	"delivered duty paid free destination"
Indication of the place (absolutely necessary)	the provision location must be named without fail	the loading station must be indicated without fail	the specific border crossing or the destination plant, must be indicated without fail	the place of delivery or the delivery point of the destination must be indicated without fail	the destination, the destination mill, must be indicated without fail
Exact location (please enter)					
Costs of loading borne by	Purchaser	Seller	Seller	Seller	Seller
Costs of main transport contract borne by	Purchaser	Purchaser	Seller	Seller	Seller
Costs of export clearance borne by	Purchaser	Seller	Seller	Seller	Seller
Costs of import clearance borne by	Purchaser	Purchaser	Purchaser	Purchaser	Seller
Transport documents provided by	Purchaser	Purchaser	Seller	Seller	Seller
Proof of delivery provided by	Purchaser	Seller	Seller	Seller	Seller
Costs of onward transport + unloading borne by	Purchaser	Purchaser	Purchaser	Seller	Seller
Proof of export provided by	Purchaser	Seller	Seller	Seller	Seller
Import costs borne by	Purchaser	Purchaser	Purchaser	Purchaser	Seller

10. DATA PROTECTION

For the Seller as the party responsible for the processing of personal data within the meaning of the General Data Protection Regulation (GDPR), the protection of personal data has the highest priority. When processing personal data, the Seller shall therefore comply with all provisions of the Data Protection Regulation (GDPR), the Data Protection Act (DSG) and other national and European legal provisions and shall endeavour to ensure the best possible transparency. The Seller processes personal data in accordance with the principles of lawfulness, good faith, transparency, accuracy, purposefulness, data minimisation, storage period limitation as well as integrity and confidentiality.

The Seller processes personal data within the scope of the provision of services and fulfilment of orders.

During this process, the following legal provisions are applicable:

- Fulfilment of contractual obligations in accordance with Article 6 Paragraph 1 Letter b) GDPR

The processing of personal data is necessary in order to be able to handle contractual services in the area of goods procurement, sales, transport and invoicing vis-à-vis business partners. If the Purchaser does

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not want to provide data, it may not be possible to conclude the contract or perform the order. In such circumstances, an existing contract can no longer be continued and may need to be terminated.

- Fulfilment of legal obligations according to Article 6 Paragraph 1 Letter c GDPR
Legal obligations may require us to process personal data. Such obligations shall arise for the Seller in particular from the Employee Protection Act (ASchG), which obligates the Purchaser to communicate the safety precautions to any persons on the premises of the mill.
- Consent in accordance with Article 6 Paragraph 1 Letter a) GDPR
Where processing of personal data goes beyond contractual or legal obligations, the Purchaser shall obtain the consent of the Purchaser. In case of consent, the processing of the data takes place exclusively for the named purpose. Consent given can be revoked at any time with immediate effect. The revocation can be issued both orally and in writing by email to datenschutz@papierholz-austria.at
- Safeguarding of legitimate interests in accordance with Article 6 Paragraph 1 Letter f) GDPR
The Seller processes data within the scope of the management of the company (e.g. accounting, controlling) on the basis of the legitimate interest in proper and efficient management as well as for the optimisation of processes and management activities. In addition, the Seller processes data on the basis of the legitimate interest in obtaining certifications and passes on personal data to this effect to the certification body exclusively in the event of an event requiring such actions and upon specific request.

The Seller processes personal data (i.e. all information relating to an identified or identifiable natural person) collected or transmitted by business partners in the course of a business relationship.

The following categories of personal data may be subject to processing:

Name/company/business name, address, bank details, date of birth, VAT no., contact details (phone no., fax no., email addresses, homepage ...), contact persons, statistical data (federal state, Seller group), certification, property number, vehicle registration number, billing, payment and booking data.

Recipients of the personal data are primarily employees of the Seller who need the data to fulfil contractual or legal obligations and to protect legitimate interests. Depending on the purpose of the processing, the Seller shall pass on data to commissioned processors insofar as this is necessary to fulfil the respective task. When selecting the processors, the Seller shall ensure compliance with the provisions of data protection law and has concluded agreements with the processors to ensure that the personal data are processed confidentially and prudently. The data which is gathered is not sold or passed on to external third parties without good reason. The Seller has taken all necessary technical and organisational measures to ensure the security of data processing and to process personal data in such a way that they are protected against access by unauthorised third parties. The Seller's IT infrastructure complies with current security requirements and is checked on a regular basis. The personal data is saved for the period of the business relationship and

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beyond this in accordance with the statutory retention periods. In this respect, the Seller is subject in particular to retention obligations under the Austrian Commercial Code (UGB), the Federal Fiscal Code (BAO) and the General Civil Code (ABGB).

Business partners have the right of access to information concerning the processed personal data (Art. 15 GDPR), rectification (Art 16 GDPR), erasure (Art 17 GDPR), restriction of processing (Art 18 GDPR), portability (Art 20 GDPR) as well as objection (Art 21 GDPR) as far as legal or contractual provisions do not oppose these rights. If the processing of your personal data is based on your consent, you have the right to revoke this consent at any time with immediate effect. The lawfulness of the processing of your personal data until the revocation is not affected by the revocation.

Should you have any queries relating to the processing of your personal data, should you wish to object to the processing of your data, wish to revoke consent which has been issued or should you be of the opinion that your rights under data protection laws have been infringed, please get in touch with our data protection officer:

Papierholz Austria GmbH
Head office
Frantschach 5
9413 St. Gertraud

datenschutz@papierholz-austria.at

In addition, you have the right to complain to the supervisory authority: Austrian Data Protection Authority, Wickenburggasse 8-10, 1080 Vienna, email: dsb@dsb.gv.at.

11. INTERPRETATION, SEVERABILITY CLAUSE, WRITTEN FORM

These General Wood Sale and Delivery Conditions have been drawn up exclusively in German. In the event that translations into other languages, irrespective of whether these were produced by the Seller or third parties, should lead to other results, interpretations or variants of interpretation, only the German-language version of these General Wood Procurement and Delivery Conditions shall be legally binding in all cases.

Should any provision of these General Wood Sale and Delivery Conditions be or become invalid or ineffective, this shall not affect the validity of the remaining provisions. Invalid and/or invalid provisions shall be primarily replaced in accordance with the meaning and purpose of these General Wood Sale and Delivery Conditions by valid and effective provisions which come as close as legally possible in their economic and factual effects to those of the invalid and/or invalid provisions. The same shall apply if, during the performance of the contract, a loophole in the contract becomes apparent which needs to be filled. The Austrian Timber Trade Practices (ÖHU) as well as, if applicable, the relevant provisions of Austrian law shall only apply - in this order - on a subsidiary basis.

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Oral subsidiary agreements which deviate from these General Wood Sale and Delivery Conditions or otherwise from the contractual content shall have no legal effect. To come into force, any and all amendments and/or supplements to these General Wood Sale and Delivery Conditions must be made in writing.

12. VALIDITY

These General Wood Sale and Delivery Conditions shall apply to all purchase contracts concluded between the Seller and the Purchaser after 1 April 2022 and to all purchase contracts concluded between the Seller and the Purchaser prior to that date, provided that the Seller has expressly notified the Purchaser of the application of these General Wood Sale and Delivery Conditions and the Purchaser has not expressly objected to the application of these General Wood Sale and Delivery Conditions to the (respective) contractual relationship with the Seller.

These General Wood Sale and Delivery Conditions shall apply for an indefinite period unless the contractual relationship is based on other General Wood Sale and Delivery Conditions of the Purchaser by mutual agreement (explicitly or implicitly) in individual cases.

13. PLACE OF JURISDICTION, APPLICABLE LAW

The place of jurisdiction for all direct or indirect disputes arising out of or in connection with the contractual relationship between the Purchaser and the Seller shall be, insofar as legally permissible, the court having subject-matter jurisdiction for 8010 Graz (District I), Austria.

Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law.

This text is a true and accurate translation of the attached document from German into English.

..... 9 March 2022

Fay Maïke Brown
Certified Translator for the English Language, duly appointed and sworn by the President of the Regional Court of Würzburg
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