

General Conditions of Purchase and Delivery of Wood
of
Papierholz Austria GmbH
(Version 11/2020)

Any wood purchased by Papierholz Austria GmbH (subsequently "the Buyer") shall take place exclusively based on these conditions. The contracting party of the Buyer (subsequently "the Seller") expressly states that his/her business conditions shall not be effective and shall be considered excluded even if he/she refers to their business conditions in counter-confirmations or in any other form.

1. DETERMINATION OF DIMENSIONS / QUANTITIES OR WEIGHT

The Seller and Buyer agree that the net weight of deliveries of logs in wagons shall be determined as the difference between the gross weight determined in the Buyer's plants and the tare weight indicated on the wagons.
For deliveries of wood chips the tare weight (wagon incl. container) determined by weighing at the partner works and entered in their electronic wood acceptance system shall be decisive. The wagons shall not be weighed empty.
When determining quantities in terms of solid volume, the wood must be perfectly delimbed and tightly stacked. If it is not properly stacked the Buyer reserves the right to accept the wood according to weight in the sense of the first line.

2. PRICES, BASIS FOR SETTLEMENT, PAYMENT

The settlement measurement is exclusively the input measurement/input weight measurement at the Buyer's works unless other measurements were expressly agreed in writing (e.g. forest measurement). These results form the basis for determining prices and settlement and these results shall be used exclusively for offsetting with the Seller. If the Seller does not meet the agreed delivery dates the Buyer has the right to determine appropriate prices unilaterally or to refuse acceptance of the delivery. In the event of delays caused by the Seller the Buyer is entitled to implement a covering purchase at the Seller's costs without setting a new deadline. If the Seller is responsible for a delay in delivery and the Buyer has already made an advance payment the Buyer is entitled to charge interest of 9.2 percentage points above the base rate pursuant to Section 456 Austrian UGB (company code). As surety for the advance or part payment made, wood to the same value as the payments made becomes the property of the Buyer irrespective of the state it is in. Settlement of the deliveries made and services rendered shall be by means of credit note, in other words invoicing by the Buyer shall be deemed agreed.

Any deliveries of wood received between 29 and 31 December of a year shall be taken over by the respective plant and placed in a consignment warehouse. On the 3rd working day of the next year the supplies of wood in the consignment warehouse shall be transferred into the control of the respective plants.

3. FORCE MAJEURE

In the event of full or partial discontinuation of operations in a plant, in particular at Frantschach, Gratkorn and Pöls, caused by force majeure or fire, for example, the Buyer is entitled to withdraw from the current sales contract or to agree to delayed delivery, irrespective of whether the plant in which operations have been partly or fully discontinued is affected by the current purchase contract. In the event of windfall, snow damage or other natural events, or in the event of changes in market prices the Buyer is entitled to change the purchase price unilaterally and adjust it to the market price. Wood that has not yet been delivered is then invoiced at the new price.

4. AUTHORISATIONS, PROOF

In accordance with Regulation (EU) 995/2010, the Seller shall confirm having harvested the timber in compliance with the applicable legal provisions concerning logging, and also being entitled to this sale under civil law.

The Seller shall guarantee that the timber originates from ecologically sustainable forestry, as well as that the timber and bark are not radioactively contaminated or treated with agents containing chlorine.

All timber shall be delivered without impurities (metals, indestructible plastic tags, stripping protection, plastic foils, etc.)

The Seller shall guarantee that the timber originates from exploitation corresponding to the relevant statutory provisions. Any necessary official permits that may be required can be evidenced. The origin of the timber shall be set out in the contract and may, on request, be evidence to the Purchaser by means of the corresponding documents. The entire supply chain may be identified and reviewed by an independent third party.

5. LOADING, TRANSPORT

The Seller shall store the wood at the point of departure in such a way that it can be freely laden with hydraulic truck cranes. The minimum quantity is several grab loads per place of loading. If the wood is not stored in a freely loadable way the Buyer is entitled to charge the Seller any additional costs incurred for loading or dispatch.

The shipper shall be liable for any damage to wagons or their accessories (superstructures, etc.) caused during loading and pledges to hold the Buyer harmless against any claims for damages arising from said conduct.

The Loader and the Seller must ensure the best possible exploitation and use of the loading space in accordance with the characteristics of the wagon.

The Loader and the Seller must ensure that loading is appropriate and meets regulations, whereby in particular the loading limits (or permitted axle loads) for the respective wagon type must be observed.

The Loader and Seller shall be jointly and severally liable for all damages and costs resulting from a violation of the above points (e.g. higher unloading costs, wagon status costs, costs for dead freight).

Any possible costs for the use and/or maintenance of all properties, roads, paths and bridges for supplying, storing and transporting the wood and any additional costs for use of the paths in compliance with pertinent road laws and similar shall be borne by the Seller.

Otherwise the wood acceptance guidelines of the Buyer and the provisions of the Austrian wood trade practices in the version valid when the contract is concluded shall apply.

6. CERTIFICATION

The Seller agrees to participate in the certification system specified in the contract (FSC®, PEFC™, ISO®, etc.), to accept the relevant regulations in the valid version and to implement them according to the operational possibilities.

The Seller shall warrant the valid certification for the Buyer. The Seller has to take responsibility for a retroactive revocation of the certification, an untrue or incomplete declaration of the wood's origin or similar circumstances leading to the loss of the certification and to compensate the Buyer directly for any resulting disadvantage, in particular lost profit. This also applies if the Seller has not caused and/or is not responsible for the defect of the certification. The Seller shall retain the right of recourse against the causer.

For sawmills and the timber trade, a true and duly completed "supplier self-declaration" is required and shall form an integral part of the purchase contract. If the supplier intends to deliver wood to PHA which originates from a country which is not listed in the annually required supplier declarations, he undertakes to inform PHA in writing prior to the delivery. Non-FSC-certified wood from a country of origin for which there is no risk analysis planned or already recognized by FSC at the time of the intended delivery (currently inter alia Croatia, Serbia, Bosnia and Herzegovina - see <https://ic.fsc.org/file-Download.cnra-and-nra-database-01-03-2017.6435.htm>) may in general not be delivered to PHA. Otherwise, PHA can refuse to accept the wood.

The Buyer is entitled to carry out inspections of the wood's origin and logging sites himself or through third parties and the Seller has to enable these checks. of the UN Sales Convention and the rulings of international civil law.

7. INCOTERMS

The Incoterms 2010 provided below shall be regarded as agreed and can only be waived in writing and by agreement between Seller and Buyer. These are to be interpreted as follows:

	<input type="checkbox"/> EXW	<input type="checkbox"/> FCA	<input type="checkbox"/> DAP	<input type="checkbox"/> DAT	<input type="checkbox"/> DDP
	"ex works"	"free carier"	"Delivered at place"	"delivered at terminal"	"delivered duty paid"
corresponds to	"ex forest road" or "from stock"	"loading on wagons" or "from sawmill"	"free border"	"delivered to receiving plant"	"delivered duty paid to receiving plant"
Indication of place (essential)	The supply location must be named	The loading station must be named	The specific border crossing, or at least the border (e.g. H/A), must be named	The terminal, the receiving plant (e.g. SAPPI Gratkorn) must be named	The destination, the receiving plant (e.g. SAPPI Gratkorn), must be named
Exact location (please add)					
Loading costs borne by	Buyer	Seller	Seller	Seller	Seller
Costs of main transport contract borne by	Buyer	Buyer	Seller	Seller	Seller
Costs of export clearance borne by	Buyer	Seller	Seller	Seller	Seller
Costs of import clearance borne by	Buyer	Buyer	Buyer	Buyer	Seller
Transport documents provided by	Buyer	Buyer	Seller	Seller	Seller
Proof of delivery provided by	Buyer	Seller	Seller	Seller	Seller
Costs of onward transport + discharge borne by	Buyer	Buyer	Buyer	Seller	Seller
Export certificate provided by	Buyer	Seller	Seller	Seller	Seller
Import costs borne by	Buyer	Buyer	Buyer	Buyer	Seller

Special Agreements:

The provisions of these General Conditions for the Purchase and Delivery of Wood also apply if the incoterms clauses EXW, FCA and DAP are agreed, if the Seller does not prove weight by means of an official (railway) weighing or a measurement of dimensions by a state-authorised institution namely at the following points in time: EXW: on supply; FCA: after loading; DAP: on transfer/reloading.

8. DATA PROTECTION – 26.07.2018

PHA-Website: http://www.papierholz-austria.at/_files/docs/englisch/Datenschutzmitteilung-Lieferanten-final-07-18-english.pdf

9. INTERPRETATION, SEVERABILITY CLAUSE, WRITTEN FORM

These General Conditions for the Purchase and Delivery of Wood have been translated into several languages. If the interpretation of the German language version of these General Conditions for the Purchase and Delivery of Wood leads to a different result as the interpretation of a translation of these General Conditions for the Purchase and Delivery of Wood in a third language, then the German version of these General Conditions for the Purchase and Delivery of Wood shall in any event be exclusively decisive.

In the event of possible contradictions between these General Conditions for the Purchase and Delivery of Wood on the one hand and the Special Conditions for the Purchase and Delivery of Wood of the Buyer on the other, the provisions of the Special Conditions for the Purchase and Delivery of Wood of the Buyer shall be decisive. In this case the General Conditions for the Purchase and Delivery of Wood of the Buyer shall serve as a (possible) interpretation aid.

If several Special Conditions for the Purchase and Delivery of Wood of the Buyer are agreed (purchase of diverse wood product ranges), the Special Conditions for the Purchase and Delivery of Wood shall be decisive for the respective wood product range which is the subject of this contract.

Should any individual provision in these General Conditions for the Purchase and Delivery of Wood be or become void or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. Void and/or unenforceable provisions shall be replaced by valid and enforceable provisions which come as legally close as possible to the economic effect of the void or unenforceable provisions. This shall apply similarly if during performance of the contract a lacuna therein becomes apparent and requires amendment.

Verbal subsidiary agreements which diverge from these General Conditions for the Purchase and Delivery of Wood or otherwise from the content of the contract have no legal effect. Modifications or supplements to these General Conditions for the Purchase and Delivery of Wood must be made in writing.

9. VALIDITY

These General Conditions for the Purchase and Delivery of Wood shall apply to all sales contracts between Buyer and Seller, concluded after 30.06.2017, as well as to all sales contracts between Buyer and Seller existing before this date insofar as the Buyer expressly referred to the use of these General Conditions for the Purchase and Delivery of Wood and the Seller did not expressly oppose these or their use on the basis of his (respective) contractual relationship with the Buyer.

These General Conditions for the Purchase and Delivery of Wood are unlimited and shall apply for an indefinite period insofar as they are not based on the contractual relationship of other General Conditions for the Purchase and Delivery of Wood of the Buyer in (express or silent) accordance.

The Provisions agreed under this point also apply analogously to the Special Conditions for Purchase and Delivery of Wood of the Buyer.

10. PLACE OF JURISDICTION, APPLICABLE LAW

The place of jurisdiction for all indirect and direct disputes between Seller and Buyer is, if permitted by law, the respective court having subject-matter jurisdiction in 8010 Graz (1st district, city centre), Austria. Austrian law shall apply with the exception of the UN Sales Convention and the rulings of international civil law.

Ende der Übersetzung / End of translation

Als in Bayern öffentlich bestellter und beeidigter Übersetzer für die englische Sprache bestätige ich: Vorstehende Übersetzung der mir ~~im~~ Original/~~in beglaubigter Abschrift~~/in Fotokopie vorgelegten, in deutscher Sprache abgefassten Urkunde/~~n~~ ist/~~sind~~ richtig und vollständig (insgesamt 2 Seiten).

Certified true and complete translation of the ~~original/certified~~ ~~copy~~/photocopy presented to me in the German language (total of 2 pages).

München, 24.05.2017

Myles M. F. OLIVER

Myles Oliver



Myles M. F. OLIVER
Translator for the English
language duly registered,
commissioned and sworn in
by the German Courts