

Certified Translation from German into English

General Wood Procurement and Delivery Conditions of Papierholz Austria GmbH

(Last updated on 1 April 2022)

The purchase of wood by Papierholz Austria GmbH (hereinafter referred to as "the Purchaser") shall be carried out exclusively on the basis of these terms and conditions. The contracting partner(s) of the Purchaser (hereinafter referred to as "the Seller") expressly declare(s) that their terms and conditions, even if they refer(s) to their terms and conditions by means of counter-confirmations or in any other form whatsoever, shall not be effective and shall be considered excluded.

1. DIMENSIONS / QUANTITY AND WEIGHT DETERMINATION

The Seller and the Purchaser agree that the difference between the gross weight determined in the Purchaser's mills and the tare weight written on the wagons shall be used to determine the net weight for deliveries of roundwood in wagons.

For deliveries of wood chippings, the tare weight (wagon incl. container) determined by the Purchaser's mills and stored by them in their electronic wood acceptance system shall be decisive. A weighing of empty wagons is not conducted.

When determining the quantity according to volume in cord, the wood must be completely delimbed and properly sized. In the event of an improper stacking, the Purchaser reserves the right to accept the wood based on weight, as set out in the first sentence.

2. PRICES, SETTLEMENT BASIS, PAYMENTS

The incoming mill volume/the incoming mill weight measurement at the Purchaser's premises, unless other measurements (e.g. cord measured in the forest) have been expressly agreed in writing. The results in this respect shall form the exclusive basis for the price determination and the settlement and these results shall also form the exclusive basis for the settlement with the Seller. If the Seller does not meet the delivery dates, the Purchaser shall be granted the right to unilaterally determine appropriate prices. In all other respects the provisions set out in Section 51 ÖHU (Austrian Timber Trade Practices 2006) shall apply. In the event of a delay in delivery by the Seller and an advance payment already made by the Purchaser, the Purchaser shall be entitled to charge interest at the rate of 9.2 percentage points above the base interest rate pursuant to Section 456 Austrian Commercial Code (UGB). As security for down payments or partial payments made, the wood shall become the property of the Purchaser equivalent to the value of the payments made by the Purchaser, irrespective of its condition. Settlement of the deliveries and services rendered shall be effected by means of a credit note, i.e. invoicing by the Purchaser shall be deemed to have been agreed.

Incoming wood deliveries between 29 December and 31 December of a year shall be received by the respective mills and placed in a consignment warehouse. On the 3rd working day of the following year, the wood stocks in the consignment warehouse shall be at the disposal of the respective mills.

3. FORCE MAJEURE

In the event of complete or partial discontinuation of operations in a mill, in particular Frantschach, Gratkorn and Pöls, caused e.g. by force majeure or fire, the Purchaser shall be entitled to withdraw from the contract or to obtain delayed delivery, irrespective of whether the mill in which operations have been completely or partially discontinued is affected by the present purchase contract. In the event of windthrow, snow breakage or other natural events, as well as in the event of changes to the market price, the Purchaser shall be entitled to change the purchase price and to adjust it to the market price on a reasonable basis. Any wood not yet provided by then shall be settled at the new market price.

4. PERMITS, PROOF

The Seller confirms that they have harvested the wood in accordance with Regulation (EU) 995/2010 and that they are entitled to sell the wood under civil law.

The Seller guarantees that the wood originates from ecologically sustainable forestry and that the wood and bark have not been contaminated by radioactivity or treated with chlorine-containing agents.

All woods shall be delivered free of impurities (metals, heat-resistant plastic tags, tree wraps, plastic foils, etc.).

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 entire supply chain can be identified and verified by independent third parties after prior notification.

5. LOADING, TRANSPORT

The Seller shall store the wood at the removal site in such a way that it can be loaded unhindered by hydraulic truck cranes. The minimum quantity shall be several grab loads per loading site. If the wood is not stored in a manner suitable for handling with cranes, the Purchaser shall be entitled to charge the Seller for any additional costs incurred for loading or removal.

The loading agent shall be liable for any and all damage to wagons and their accessories (superstructures, etc.) caused during loading and undertakes to indemnify and hold the Purchaser harmless in the event of claims being made against it for such damage.

The loading agent and the Seller shall ensure the greatest possible loading and utilisation of the loading space in accordance with the type and condition of the wagons.

The loading agent and the Seller shall ensure that the wagons are loaded properly and in accordance with the regulations, whereby in particular the load limits (or permissible axle loads) of the respective wagon types must be complied with.

The loading agent and the Seller shall be jointly and severally liable for all damages and costs resulting from the violation of the above aspects (e.g. higher unloading costs, wagon standing costs, costs for empty freight).

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.

6. 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 respectively amended version and to implement them within the scope of its operational capabilities.

The Seller shall guarantee vis-à-vis the Purchaser that the certification is valid. The Seller shall be liable for any subsequent revocation of certification or comparable circumstances leading to the loss of certification and shall directly compensate the Purchaser for any disadvantage resulting therefrom, i.e., in particular loss of profit. This shall also apply if the Seller did not cause and/or is not responsible for the invalid certification. The Seller shall have no right of recourse against the party responsible.

The Purchaser is entitled to carry out inspections of the felling sites itself or via third parties and the Seller must make these inspections possible after prior notification.

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7. INCOTERMS

The Incoterms 2020 listed below (in contrast to the Incoterms 2010 listed in the previous contracts, whereby the DPU clause now replaces the Incoterms 2010 DAT clause) are deemed as agreed and can only be waived in writing and by agreement between the Seller and the Purchaser. These are to be interpreted as follows:

	☐ EXW	☐ FCA	☐ DAP	☐ DPU	☐ DDP
	"ex works"	"free carrier"	"delivered at place"	"delivered at place unloaded"	"delivered duty paid"
corresponds so	"ex Waldstrasse" or "ex floor"	"wagon loaded" or "ex saw"	"delivered at frontier"	"delivered at place"	"delivered duty paid free destination"
Indication of the place (absolutely necessary)	the place provision must be named without fail	the loading station must be indicated without fail	the specific border crossing point, but at least the border (e.g. H/A), must be indicated without fail	the place of delivery or the delivery point of the destination (e.g. SAPPI Gratkorn) must be indicated without fail	the destination, the destination mill (e.g. SAPPI Gratkorn), must be indicated without fail
Exact location (please enter)					
Loading costs 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

Special agreements:

The provisions of these General Wood Procurement and Delivery Conditions shall also apply if the Incoterms clauses EXW, FCA and DAP have been agreed, unless the Seller proves a specified weight by (railway) official weighing or a measurement by a state-authorised institution at the following times: EXW: at provision; FCA: after loading; DAP: at handover/transportation.

8. DATA PROTECTION

For the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Seller does 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 Purchaser 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 Seller. In case of consent, the processing of the data takes place exclusively for the specified 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser who need the data to fulfil contractual or legal obligations and to protect legitimate interests. Depending on the purpose of the processing, the Purchaser shall pass on data to commissioned processors insofar as this is necessary to fulfil the respective task. When selecting the processors, the Purchaser 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 Purchaser 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 Purchaser's IT infrastructure complies with current security requirements and is checked on a regular basis. The personal data is stored for the period of the business relationship and beyond this in accordance with the statutory retention periods. In this respect, the Purchaser 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

Certified Translation from German into English

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

9. INTERPRETATION, SEVERABILITY CLAUSE, WRITTEN FORM

These General Wood Procurement 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.

In the event of any contradictions between these General Wood Procurement and Delivery Conditions on the one hand and the likewise agreed Special Wood Procurement and Delivery Conditions of the Purchaser on the other hand, the provisions of the agreed Special Wood Procurement and Delivery Conditions of the Purchaser shall prevail. In this case, the Purchaser's General Wood Procurement and Delivery Conditions shall serve as a (possible) interpretation aid.

If several of the Purchaser's Special Wood Procurement and Delivery Conditions are agreed (purchase of different wood assortments), the Special General Wood Procurement and Delivery Conditions shall apply to the respective wood assortment covered by the contract.

Should any provision of these General Wood Procurement 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 replaced in accordance with the meaning and purpose of these General Wood Procurement and Delivery Conditions by valid and effective provisions which come as close as legally possible in their economic 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.

Oral subsidiary agreements which deviate from these General Wood Procurement 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 Procurement and Delivery Conditions must be made in writing.

10. VALIDITY

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

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

The provisions agreed under this section shall also apply mutatis mutandis to the Purchaser's Special Wood Procurement and Delivery Conditions.

In all other respects, the provisions of the ÖHU (Austrian Timber Trade Practices 2006) shall apply as amended.

11. 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 Seller and the Purchaser shall be, insofar as legally permissible, the court having subject-matter jurisdiction for 8010 Graz (District I, City Centre), 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 Maike Brown

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

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