

## [1.] Validity of the General Terms and Conditions of Purchase

[1.1] These General Terms and Conditions of Ordering apply to all orders placed by Neuhofers Holz GmbH (hereinafter referred to as „Purchaser“) with the Supplier and to all deliveries to the Purchaser and become an integral part of the contracts between Supplier and Purchaser that come into existence on the basis of such orders or deliveries. The General Terms and Conditions or other conditions of the Supplier shall only apply if the Purchaser has expressly accepted them in writing. This shall also apply if the Supplier communicates its own terms and conditions to the Purchaser and the Purchaser subsequently places an order or does not object upon receipt of the Supplier's terms and conditions after placing an order.

[1.2] Amendments and supplements to these terms and conditions and to the contract concluded with the supplier must be made in writing in order to be valid; any waiver of this requirement must also be made in writing.

## [2.] Orders and conclusion of the contract:

[2.1] Orders must be placed in writing in order to be valid. This requirement shall also be met by transmission by fax, e-mail or in any other electronic form, whereby in the case of electronic transmission a signature by the customer shall not be required.

[2.2] The supplier shall confirm the respective order in writing in one of the forms specified in point [2.1]; this shall be done within 2 working days of receipt of the order, otherwise the order shall be deemed to have been confirmed; in addition to the quantities, the order confirmations, delivery notes and invoices shall in particular also state the FN order number and the FN article number.

If the Purchaser does not receive such confirmation within the aforementioned period, the Purchaser shall no longer be bound by its order and shall be entitled to reject the confirmation received late or the delivery made without confirmation.

[2.3] The Purchaser shall make use of paperless invoice processing. All invoices are to be sent to the e-mail address invoice@fnprofile.com. All paper invoices received by post shall be charged a processing fee of € 5.00 / paper invoice due to the significantly increased processing effort. If the Purchaser offers UN-EDIFACT or Web-EDI, the Supplier shall be obliged to use this paperless invoice processing according to the Purchaser's specifications.

## [3.] Delivery, delivery date, delay in delivery:

[3.1] Delivery shall be made to the delivery address stated on the order.

[3.2] The supplier shall take out adequate transport insurance at its own expense.

[3.3] The delivery of each order must be made with a separate delivery note; this must contain at least the order number, the FN article number, the batch number and the order date.

[3.4] The execution of the order in partial deliveries is only permissible after express written agreement. In the case of partial deliveries, the note „Remaining delivery to be made by ...“ must be added to the delivery note, whereby the delivery date according to the order may not be exceeded. If partial deliveries are invoiced with a total invoice, the due date or the start of the payment period shall be the date of the invoice, but no earlier than after receipt of the last partial delivery. The Purchaser shall be entitled to reject partial deliveries that have not been agreed; this shall also apply if one or more partial deliveries from an order have already been accepted.

The customer is also not obliged to accept early deliveries.

[3.5] The Purchaser is unilaterally entitled to introduce and demand delivery notifications from the Supplier in order to ensure proper delivery in case of need. The receipt of the goods at the place of the delivery address shall be decisive for compliance with agreed delivery periods or dates.

[3.6] If the Supplier is unable to meet the agreed delivery date, it shall notify the Purchaser thereof without delay, stating the reasons and the expected duration of the delay. If the Supplier has failed to give such notice, although the impending delay in delivery was recognisable to him, he shall be liable to the Purchaser for all disadvantages and damages caused thereby. Already upon receipt of this notification, the customer shall be entitled to the rights set out in the following points [3.7] to [3.10.] (as in the case of a delay in delivery that has already occurred).

[3.7] In the event of a delay in delivery, the customer shall be entitled to withdraw from the contract by setting a reasonable grace period (within 14 days at the latest) and, in the event of withdrawal, to assert the claims resulting therefrom or to insist on performance. The customer shall also have these rights if he does not immediately exercise his right of withdrawal.

[3.8] In the event of a justified withdrawal, the Purchaser shall be entitled to obtain the goods from another supplier. The associated additional costs shall be borne by the supplier if and insofar as he was not prevented from fulfilling his obligations by force majeure. The supplier shall be liable for any delays caused by a delay on the part of its sub-suppliers, unless they themselves can invoke force majeure. Force majeure within the meaning of these terms and conditions are unforeseeable and unavoidable events which are of such a nature that even with the exercise of commercial diligence it is not necessary to take precautions against their consequences or such precautions are not possible (e.g. storms, earthquakes, floods, volcanic eruptions, wars, acts of terrorism as well as sabotage by third parties). Production disruptions due to machine damage as well as strikes are not considered as force majeure. Causation by force majeure must be proven by the supplier.

[3.9] In the event of a delay on the part of the Supplier, the Purchaser shall be entitled, irrespective of the Supplier's fault (unless the Supplier proves the existence of force majeure in the aforementioned sense), to claim a contractual penalty in the amount of 5 % of the delivery value affected by the delay per day or part thereof of exceeding the deadline, which shall not include the assertion of further damages (e.g. penalty claims by customers of the Purchaser, etc.). [See also item [6.4.] of the General Terms and Conditions of Purchase] shall not be excluded. In the event of a delay in delivery exceeding 10 days or a withdrawal by the Purchaser, the contractual penalty shall amount to 50% of the aforementioned value. When calculating the delivery value as the basis for the assessment of the contractual penalty, the agreed price including value added tax shall be taken as the basis.

[3.10] The above provisions shall not affect the rights of the Purchaser pursuant to §§ 918 ff ABGB. The supplier shall bear the burden of proof that he is not at fault for the delay or non-performance. The Purchaser also reserves the right to claim damages exceeding the contractual penalty, including loss of profit or other disadvantages suffered by the Purchaser, e.g. due to claims by third parties as a result of non-compliance with obligations assumed towards them. The disadvantages to be compensated also include frustrated expenses, such as for advertising goods that cannot be offered (in time) due to the supplier's delay and costs from any claims by the customer under competition law for such reasons.

[3.11] Each confirmation shall be accompanied by all necessary freight documents, such as customs documents, delivery notes, approvals, certificates, guarantee certificates, etc. („delivery documents“). Deliveries without enclosed Delivery Documents may be rejected by the Purchaser. If the Supplier supplies the Purchaser with goods in cross-border traffic, the Supplier warrants that they have been legally imported, have been properly cleared through customs and taxed and comply with all relevant standards and statutory provisions, in particular the safety regulations. The supplier is liable for the completeness and correctness of the delivery documents. In the event that, due to incorrect or incomplete accompanying documents, the deliveries were not handed over at the agreed place of performance in the agreed form, the Purchaser shall not be liable in any way whatsoever. In such cases, the customer shall be entitled to declare withdrawal from the contract in accordance with point [3.10].

## [4.] Place of performance and transfer of risk:

[4.1] The place of performance for the Supplier's obligations is the place of the delivery address.

[4.2] The transfer of risk shall only take place upon delivery at the place of performance. The transport risk shall be borne exclusively by the supplier.

## [5.] Prices, invoicing and payment:

[5.1] Unless otherwise agreed in writing, the prices stated in the order are exclusive of VAT and include packaging, transport, transport insurance and customs clearance costs (ODP [Incoterms] 2010).

[5.2] In the case of paperless invoice processing, the invoice shall be sent to the e-mail address in accordance with point [2.3] or, in the case of sending the invoice by post, to the invoice address stated on the order, stating the delivery address. The delivery of each order shall be made with a separate invoice.

[5.3] The invoice must contain at least the delivery address, order number, FN article number and the order date. If these details are missing or incomplete, the due date and the start of the payment period shall not be triggered.

[5.4] Payment by the customer shall be deemed to have been made on time in any case if the customer transfers the payment on the due date.

[5.5] The payment periods and discount regulations stated in the order shall apply; the discount period shall commence upon receipt of the invoice by the customer, but in any case not before the arrival of the invoiced goods (receipt of goods by the customer).

[5.6] Any credit notes from the supplier shall be settled net / net.

[5.7] The Purchaser shall be entitled to charge the Supplier in the event of claims of the Purchaser against the Supplier under any legal title whatsoever.

## [6.] Warranties and guarantees, property rights and product liability

[6.1] The supplier warrants that the goods comply with the contract within the meaning of §§ 922 and 923 ABGB. The statutory presumption period of § 924 ABGB is extended to 12 months.

[6.2] Within a maximum of 14 days after receipt, the purchaser shall only inspect the goods for their type and quantity in comparison with the ordered goods. In addition, the customer shall be exempt from the obligation to inspect and give notice of defects pursuant to § 377 of the Austrian Commercial Code (UGB).

[6.3] In the event of defects, the Purchaser shall be entitled, at its option, to request a replacement delivery free of charge (if possible for the Supplier) or to request a price reduction or cancellation of the contract; these rights shall not be limited by the provisions of Section 932 (2) to (4) ABGB. In all other respects, the statutory provisions shall apply.

[6.5] In the event of a replacement delivery, the Supplier shall furthermore take back the defective goods at its own expense (i.e. e.g. customs clearance, manipulation, transport costs, etc.); in this respect, the Supplier shall fully indemnify and hold the Purchaser harmless.

[6.6] The Supplier shall also be obliged to indemnify and hold the Purchaser harmless if a claim is made against it due to the defectiveness of a product delivered and placed on the market by it (e.g. due to product liability or due to the violation of other regulations).

[6.7] The supplier guarantees that the delivered goods, in particular also in their labelling, comply with all Austrian and Union legal provisions and the legal provisions of the country of final destination according to the order. This includes in particular compliance with Regulation (EC) No 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) and the Supplier confirms that any registration required under the REACH Regulation has been carried out and undertakes to submit to the Purchaser without delay, upon request of the Purchaser, appropriate evidence in connection with the registration under the REACH Regulation. Classification, labelling and packaging of the Hazardous Substance Products shall be carried out exclusively in accordance with the provisions of Regulation (EC) No. 1272/2008, which also amended the REACH Regulation. The Supplier shall send the Purchaser all documents required by law, such as declaration of conformity, safety data sheet, etc., without being asked to do so. If the Supplier distributes products on the basis of a licence agreement, proof of the licence shall be provided to the Purchaser immediately upon request. The Supplier shall revise the safety data sheet annually and in the event of product changes and send it to the Purchaser or a third party named by the Purchaser.

[6.8] The supplier further guarantees that the delivered goods are marketable without restriction in the European Union, in the EEA area and in the country of final destination according to the order and that they are free from third party property rights (such as patent rights, trademark rights, design rights or copyrights). If the goods are marked with a trademark, the supplier guarantees that the delivered goods are genuine and have been put on the market either by the owner of the trademark with which they are marked and/or under which they are distributed or with the consent of this trademark owner and, irrespective of this, the unrestricted legal permissibility of putting the goods on the market and distributing them using the trademark in Austria and in the country of final destination according to the order.

[6.9] The Supplier confirms that it is a participant in a collection and recovery system within the meaning of Section 13 of the Austrian Packaging Ordinance 2014 with regard to the entire scope of business with the Purchaser and that it thus ensures the fulfillment of the Purchaser's obligations resulting from the Packaging Ordinance in its capacity as distributor or final distributor with regard to the packaging of all goods delivered to the Purchaser. He shall state the reference number and the date of the approval notice of the collection and recovery system within the meaning of Section 13 (1) of the Packaging Ordinance on his invoices and confirm in each case that he will duly fulfil his contractual obligations towards this collection and recovery system.

[6.10] The supplier undertakes within the meaning of § 880a second half of the ABGB (Austrian Civil Code) to indemnify and hold harmless the purchaser - without prejudice to other or further rights - for all damages and disadvantages arising from the non-fulfilment of the above guarantees and to compensate him for all costs and consequential damages of whatever kind resulting from an even partial non-fulfilment of the above guarantee promises. This also includes claims by the trademark owner or other third parties. Furthermore, this obligation of the supplier also extends to the compensation of fines imposed on organs or employees of the purchaser or its customers or on its customers due to the non-conforming quality or labelling of the goods; this compensation is to be paid to the purchaser if the latter pays such compensation to the party/parties concerned, otherwise to the parties concerned themselves.

[6.11] Other or further rights of the Purchaser to which it is entitled against the Supplier by law or by other agreement with the Supplier shall remain unaffected by the provisions of Clause [6].

[6.12] The Supplier shall insure itself against all risks arising from business and product liability, including the risk with regard to any official measures pursuant to the Product Safety Act, in the amount of at least € 2,500,000.00 per case of liability and maintain this insurance for a period of at least ten years after delivery of the goods to the Purchaser. The Supplier shall provide the Purchaser with evidence of the insurance cover in force upon request by submitting the insurance policy.

## [7.] Retention of title

The supplier is aware that the ordered goods are acquired by the purchaser for the purpose of resale. The supplier therefore waives any reservation of title to the delivered goods.

## [8.] Assignment of claims and set-off:

[8.1] The assignment of claims of the supplier against the purchaser is inadmissible and ineffective without the latter's express written consent.

[8.2] The supplier may only offset its claims from deliveries of goods against claims of the purchaser if the latter has expressly recognised these claims in writing. The supplier shall not be entitled to a right of retention due to claims existing against the purchaser.

## [9.] Declaration of secrecy and confidentiality

[9.1] The supplier warrants that during the term of the contract and beyond, the content of the contract and / or any supplementary agreements made shall be subject to secrecy vis-à-vis third parties.

[9.2] The obligation to maintain secrecy shall not apply in the event that

- (i) information has become generally known to the public without this disclosure resulting from an indiscretion on the part of the supplier, or
- (ii) the information has been previously disclosed by a third party without any obligation of confidentiality;
- (iii) insofar as there is a statutory duty to disclose.

[9.3] The Supplier undertakes to treat as confidential the contract concluded with the Purchaser, its attachments and all documents created or arising in connection with the execution of the contract and to ensure confidential treatment by its employees. The Supplier shall not disclose to third parties any technical and commercial information obtained in the course of its cooperation with the Purchaser.

[9.4] In the event of a culpable breach of this confidentiality obligation, the Supplier shall owe the Purchaser a contractual penalty in the amount of 80% of the net purchase price, but at least € 150,000.00 per breach, without concrete proof of damage, with the express reservation of further (damage) claims.

## [10.] Applicable law and place of jurisdiction:

The contractual relationship between the Supplier and the Purchaser, including the assessment of the establishment of such a relationship, as well as these General Terms and Conditions of Purchase shall be governed exclusively by Austrian law. The UN Convention on the International Sale of Goods (UN Sales Convention) shall not apply. The exclusive place of jurisdiction for all disputes arising from or in connection with contracts concluded between the Purchaser and the Supplier, including those relating to their conclusion, shall be the competent court in the provincial capital of Salzburg. However, the Purchaser shall be entitled, at its discretion, to bring an action against the Supplier at the latter's general place of jurisdiction. In the event that no enforcement treaty or agreement exists between Austria and the Supplier's country of domicile, all disputes arising out of and in connection with these General Terms and Conditions of Purchase (Contract), including the question of their valid conclusion and their preliminary and subsequent effects, shall be decided exclusively by the Salzburg Arbitration Court in 5020 Salzburg. The arbitration rules of the Salzburg Arbitration Court as amended from time to time shall apply. The place of arbitration shall be Salzburg. The language of arbitration shall be German. Both the Supplier and the Purchaser waive their right to challenge the arbitral award or otherwise oppose its validity and enforcement, to the extent that such waiver is effective under mandatory law.

## [11.] Corporate Compliance

[11.1] The Supplier undertakes to take all necessary and reasonable measures to avoid corruption, money laundering and bribery. The Supplier is therefore prohibited in particular from offering, promising or guaranteeing money or benefits of monetary value (expensive gifts, invitations, etc.), whether of a tangible or intangible nature, to the Purchaser, the Purchaser's employees or management as well as to the aforementioned related parties (relatives, etc.) („Prohibition of Corruption“) through its employees or management as well as through third parties.

[11.2] In addition, the Supplier is obliged to comply with the statutory provisions on data protection, in particular those of the General Data Protection Regulation and its respective national implementing laws, in particular with regard to the data of the Purchaser, its employees and its management as well as related persons (relatives, etc.) and affiliated companies of the aforementioned. In addition, the Supplier undertakes to take all necessary and reasonable measures required to protect the data from misuse and shall ensure an appropriate standard of protection for the processing of information - in particular in the case of electronic information exchange - so that the confidentiality, integrity, availability and verifiability of the information worthy of protection is guaranteed, unauthorised internal and external use is prevented and the protection of personality is safeguarded.

[11.3] Any breach of the provisions of the above points [11.1] and [11.2], but not only these, shall constitute an important reason for the extraordinary termination of the entire contractual relationship between the Purchaser and the Supplier, and in this case the Purchaser shall be entitled to terminate all existing contracts without notice with immediate effect.

## [11.4.] Security declaration

The supplier assures that the goods produced, stored, shipped or transported by him are

- (i) are produced, stored, picked, loaded and unloaded in secure premises and at secure loading and unloading locations and shipping points;
- (ii) protected from unauthorised access during production, storage, picking, transport, loading and unloading;
- Furthermore, the supplier assures that
- (iii) the personnel involved in the production, storage, picking, loading and unloading of these goods are trustworthy with regard to safety; and
- (iv) its agents as well as its trading partners acting on its behalf, including its subcontractors, are informed when providing these services that you must also ensure supply chain security on the same terms as above.

## [12.] Data protection

The Purchaser expressly refers to the enclosed data protection declaration.

## [13.] Other:

[13.1] The transfer of risk shall be governed by the provisions of Incoterms, latest version (Incoterms 2010). In the case of contractual performance including assembly and/or commissioning services, the time of acceptance (= takeover) shall apply.

[13.2] The Supplier undertakes not to entice away any of the Purchaser's employees, either for itself or for third parties (e.g. other customers). Solicitation shall be understood to mean any request to the Purchaser's employee by which the latter is requested to terminate his employment relationship in favour of another employment or activity. In the event of a breach of this provision, a contractual penalty of 50% of the annual salary of the employee of the customer concerned shall be incurred. This non-solicitation clause shall continue to apply for a period of 12 months after termination of the contractual relationship, for whatever reason (e.g. termination, performance), between the customer and the supplier.

[13.3] Should one of the above provisions be or become invalid, this shall not affect the remaining content. The invalid provision shall be replaced by a provision that comes as close as possible in economic terms to the meaning and purpose of the invalid provision in a legally effective manner.

[Unless otherwise agreed in these terms and conditions, the statutory provisions agreed in clause [10] shall apply. Furthermore, the rights of the customer stated in these terms and conditions of order do not exclude the assertion of other or further legal or contractual rights of the customer.