

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

[1.1] These General Terms and Conditions of Purchase apply to all orders placed by Neuhofer Holz GmbH (hereinafter referred to as the „Purchaser“) with the supplier and to all deliveries to the Purchaser and form an integral part of the contracts concluded between the supplier and the Purchaser 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 sends the Purchaser its own terms and conditions and the Purchaser then places an order or does not object to the supplier's terms and conditions upon receipt after placing an order.

[1.2] Amendments and additions to these terms and conditions and to the contract concluded with the supplier must be made in writing 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 made in writing to be valid. This requirement is also met by transmission by fax, email or other electronic means, whereby in the case of electronic transmission, a signature by the Purchaser is not required.

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

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

[2.3] The Purchaser uses paperless invoice processing. All invoices must be sent to the email address: invoice@fnprofile.com. All paper invoices received by post will be subject to a processing fee of €5.00 per paper invoice due to the significantly increased processing effort. If the Purchaser offers UN-EDIFACT or Web-EDI, the supplier is obliged to use this paperless invoice processing in accordance with the Purchaser's specifications.

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

[3.1] Delivery must be made to the delivery address specified on the order.

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

[3.3] Each order must be delivered with a separate delivery note, which must include at least the order number, FN item number, batch number and order date.

[3.4] The order may only be fulfilled in partial deliveries if expressly agreed in writing. In the case of partial deliveries, the delivery note must include the note „Remaining delivery to be made by ...“, whereby the delivery date specified in the order must not be exceeded. If partial deliveries are invoiced with a total invoice, the due date or start of the payment period shall be the invoice date, but no earlier than upon receipt of the last partial delivery.

The Purchaser is entitled to reject partial deliveries that have not been agreed upon; this also applies if one or more partial deliveries from an order have already been accepted.

The Purchaser is also not obliged to accept premature deliveries.

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

[3.6] If the supplier is unable to meet the agreed delivery date, they must notify the Purchaser immediately, stating the reasons and the expected duration of the delay. If the supplier fails to do so, even though they were aware of the impending delay in delivery, they shall be liable to the Purchaser for all disadvantages and damages caused thereby.

Upon receipt of this notification, the Purchaser shall be entitled to the rights set out in the following points [3.7] to [3.10], (as in the event of a delay in delivery that has already occurred).

[3.7] In the event of a delay in delivery, the Purchaser shall be entitled to withdraw from the contract after setting a reasonable grace period (no longer than 14 days) and, in the event of withdrawal, to assert the resulting claims or insist on performance. The Purchaser shall also have these rights if it does not immediately exercise its right of withdrawal.

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

[3.9] In the event of default by the supplier, the Purchaser shall be entitled, regardless of the supplier's fault (unless the supplier proves the existence of force majeure in the above sense) to demand a contractual penalty of 5% of the delivery value affected by the delay for each day or part thereof after the deadline has been exceeded, whereby the assertion of further damages (e.g. penalty claims from the Purchaser's purchasers, etc. [see also point [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 withdrawal by the Purchaser, the contractual penalty shall amount to 50% of the aforementioned value.

The agreed price including value added tax shall be used as the basis for calculating the delivery value for the purpose of determining the contractual penalty.

[3.10] The above provisions shall not affect the rights of the Purchaser in accordance with Sections 918 et seq. of the Austrian Civil Code (ABGB). The supplier shall bear the burden of proof that it is not at fault for the delay or non-performance. The Purchaser also reserves the right to claim damages in excess of the contractual penalty, including lost profits or other disadvantages suffered by the Purchaser, e.g. due to claims by third parties for damages () as a result of non-fulfilment of obligations assumed by the supplier. The disadvantages to be compensated shall also include frustrated expenses, such as those incurred for advertising goods that cannot be offered (on time) due to the supplier's delay, and costs arising from any competition law claims by the Purchaser for such reasons.

[3.11] All necessary freight documents, such as customs documents, delivery notes, approvals, certificates, warranty certificates, etc. („delivery documents“) must be enclosed with each shipment. Deliveries without enclosed delivery documents may be rejected by the Purchaser. If the supplier delivers goods to the Purchaser in cross-border traffic, it warrants that these have been legally imported, properly cleared through customs and taxed, and that they comply with all relevant standards and legal regulations, in particular safety regulations. The supplier is liable for the completeness and accuracy of the delivery documents. In the event that deliveries are not handed over at the agreed place of performance in the agreed form due to incorrect or incomplete accompanying documents, the Purchaser shall not be liable in any way whatsoever. In such cases, the Purchaser shall be entitled to withdraw from the contract in accordance with clause [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 delivery.

[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 (DDP [Incoterms] 2010).

[5.2] In the case of paperless invoicing, the invoice shall be sent to the email address specified in section [2.3] or, if the invoice is sent by post, to the billing address specified on the order, stating the delivery address. Each order shall be delivered with a separate invoice.

[5.3] The invoice must contain at least the delivery address, order number, FN item number and the order date. If this information is missing or incomplete, the due date and start of the payment period will not be triggered.

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

[5.5] The payment terms and discount rules specified in the order apply; the discount period begins upon receipt of the invoice by the Purchaser, but in any case not before the arrival of the invoiced goods (receipt of goods by the Purchaser).

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

[5.7] The Purchaser is entitled to charge the supplier for any claims the Purchaser may have against the supplier, regardless of the legal basis.

[6.] Warranty and guarantees, property rights and product liability

[6.1] The supplier warrants that the goods comply with the contract within the meaning of Sections 922 and 923 of the Austrian Civil Code (ABGB). The statutory presumption period of Section 924 ABGB is extended to 12 months.

[6.2] The Purchaser shall inspect the goods within a maximum of 14 days after receipt only to check that they are of the type and quantity ordered. Beyond this, the Purchaser is exempt from the obligation to inspect and give notice of defects in accordance with Section 377 of the Austrian Commercial Code (UGB).

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

[6.4] The supplier shall reimburse the Purchaser for all costs and disadvantages incurred by the Purchaser as a result of the defectiveness of the delivered goods, unless the supplier proves that the defectiveness is not attributable to him or one of his suppliers. This includes, for example, indemnifying and holding the Purchaser harmless for all claims made by third parties due to a defect in the goods that is not covered by a warranty (), the costs of any necessary re-inspection of other stock, returns, tests, assessments, additional costs for procuring replacement goods, penalties, etc.

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

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

[6.7] The supplier guarantees that the delivered goods, in particular their labelling, comply with all Austrian and EU legal provisions and the legal provisions of the country of final destination as specified in 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 Chemical Substances (REACH Regulation) and confirms that any registration required under the REACH Regulation has been carried out and undertakes to provide the Purchaser with the relevant evidence in connection with the registration under the REACH Regulation upon request. The classification, labelling and packaging of hazardous substances 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 legally required documents, such as declarations of conformity, safety data sheets, etc., without being asked to do so. If the supplier distributes products on the basis of a licence agreement, the licence must be proven to the Purchaser immediately upon request. The safety data sheet must be revised by the supplier annually and in the event of product changes and sent to the Purchaser or a third party designated by the Purchaser.

[6.8] The supplier further guarantees that the delivered goods are unrestrictedly marketable in the European Union, the EEA and the country of final destination as specified in the order and that they are free from third-party property rights (such as patent, trademark, design or copyrights). If the goods are marked with a trademark, the supplier guarantees that the delivered goods are genuine and have been placed 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, guarantees the unrestricted legal admissibility of the goods being placed on the market and distributed using the trademark in Austria and in the country of final destination as specified in the order.

[6.9] The supplier confirms that, with regard to the entire scope of business with the Purchaser, it is a participant in a collection and recycling system within the meaning of Section 13 of the Austrian Packaging Ordinance 2014 and that it will ensure that the packaging of all goods delivered to the Purchaser fulfils the obligations of the Purchaser arising from the Packaging Ordinance in its capacity as distributor or final distributor. It shall state on its invoices the reference number and date of the approval notice of the collection and recycling system within the meaning of Section 13(1) of the Packaging Ordinance and confirm in each case that it duly fulfils its contractual obligations towards this collection and recycling system.

[6.10] The supplier undertakes, within the meaning of Section 880a, second half-sentence, of the Austrian General Law on Contracts (ABGB), to indemnify the Purchaser – without prejudice to any other or further rights – for all damages and disadvantages arising from the non-fulfilment of the above guarantees and to reimburse him for all costs and consequential damages of any kind resulting from even partial non-fulfilment of the above guarantee commitments. This also includes claims by the trademark owner or other third parties. Furthermore, this obligation of the supplier also extends to the reimbursement of fines imposed due to the defective quality or labelling of the goods via the organs or employees of the Purchaser or its purchasers or via its purchasers; this reimbursement shall be made to the Purchaser if the latter makes such reimbursement to the party concerned, otherwise to the party concerned itself.

[6.11] Other or further rights of the Purchaser to which it is entitled against the supplier by law or 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 operational and product liability, including the risk of any official measures under the Product Safety Act, in the amount of at least €2,500,000.00 per liability case and shall 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 proof of valid insurance cover upon request by presenting the insurance policy.

[7.] Retention of title

The supplier is aware that the ordered goods are purchased by the Purchaser for the purpose of resale. The supplier therefore waives any retention of title to the delivered goods.

[8.] Assignment of claims and offsetting:

[8.1] The assignment of claims by the supplier against the Purchaser is not permitted and invalid without the express written consent of the Purchaser.

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

[9.] Non-disclosure and confidentiality agreement

[9.1.] The supplier guarantees that during the term of the contract and beyond, the content of the contract and/or any additional agreements made shall be kept confidential from third parties.

[9.2.] The confidentiality obligation 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 already been disclosed by a third party without any obligation of confidentiality;
- (iii) if there is a legal obligation to disclose it.

[9.3.] The supplier undertakes to treat the contract concluded with the Purchaser, its annexes and all documents arising or to arise in connection with the execution of the contract as confidential and to ensure that its employees also treat them as such. The supplier shall not disclose to third parties any technical or 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 of 80% of the net purchase price, but at least € 150,000.00 per breach, without concrete proof of damage, whereby further (damages) claims are expressly reserved.

[10.] Applicable law and place of jurisdiction:

The contractual relationship between the supplier and the Purchaser, including the assessment of its formation, and these General Terms and Conditions of Purchase shall be governed exclusively by Austrian law. The UN Convention on Contracts for 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 concerning their conclusion, shall be the competent court in the provincial capital of Salzburg. However, the Purchaser shall be entitled, at its discretion, to bring legal action against the supplier at the supplier's general place of jurisdiction.

In the event that no enforcement agreement or treaty exists between Austria and the country in which the supplier is based, all disputes arising from 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 settled exclusively by the Salzburg Arbitration Court in 5020 Salzburg. The arbitration rules of the Salzburg Arbitration Court in their currently valid version 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 legal validity and enforcement, insofar as such a waiver is effective under mandatory law.

[11.] Corporate compliance

[11.1.] The supplier undertakes to take all necessary and reasonable measures to prevent corruption, money laundering and bribery. The supplier is therefore expressly prohibited from offering, promising or guaranteeing money or monetary benefits (expensive gifts, invitations, etc.), whether of a material or immaterial nature, to the Purchaser, the Purchaser's employees or management, or to persons closely associated with the aforementioned (relatives, etc.) (relatives, etc.) („prohibition of corruption“).

[11.2.] In addition, the supplier is obliged to comply with data protection standards, in particular

(i) The supplier undertakes to comply fully with the applicable data protection regulations, in particular the EU General Data Protection Regulation (GDPR) and the corresponding national implementation laws. This applies in particular to the protection of personal data of the Purchaser, its employees, its management and related persons (e.g. relatives) and affiliated companies.

(ii) The supplier shall implement appropriate technical and organisational measures (TOMs) to ensure the confidentiality, integrity and availability of personal data and to protect it from misuse. This includes, in particular, measures to:

- Ensuring the protection of personal data against unauthorised access, loss or destruction.
- Complying with data minimisation and data security requirements.
- Reporting data breaches in accordance with legal requirements.

(iii) The supplier undertakes to provide the Purchaser with evidence of compliance with data protection requirements upon request. This includes, in particular, the presentation of data protection concepts and cooperation in audits or assessments.

[11.3.] In addition, the supplier shall ensure a minimum level of information security, including, but not limited to, the following:

(i) The supplier undertakes to comply with all applicable legal and regulatory requirements in the area of information security. This includes, in particular, measures necessary to ensure the confidentiality, integrity, availability and verifiability of all information processed.

(ii) The supplier shall implement appropriate technical and organisational measures (TOMs) to minimise information security risks. These include, in particular:

- Protection against unauthorised access to information and systems.
- Risk management, including regular security reviews and vulnerability analyses.
- Ensuring secure electronic information exchange.
- Establishment of reporting procedures for security incidents and their documentation.

(iii) The supplier is obliged to grant the Purchaser access to the security concepts and evidence of compliance with the information security requirements upon request. The supplier shall also cooperate in audits and assessments to verify the implementation of the measures.

[11.4.] Any breach of the provisions of the above points [11.1.], [11.2.] and [11.3.], but not limited to these, constitutes good cause for extraordinary termination of the entire contractual relationship between the Purchaser and the supplier, and in this case the Purchaser is entitled to terminate all existing contracts with immediate effect.

[11.5.] Declaration of security

The supplier warrants that the goods produced, stored, shipped or transported by it

(i) are produced, stored, picked, loaded and unloaded in secure business premises and at secure loading and unloading points and shipping locations;

picked, loaded and unloaded;

(ii) are protected against unauthorised access during production, storage, picking, transport, loading and unloading; Furthermore, the supplier assures that

(iii) the personnel entrusted with the production, storage, picking, loading and unloading of these goods are trustworthy in terms of security and

(iv) its agents and trading partners acting on its behalf, including its subcontractors, are informed when providing these services that you must also ensure supply chain security under the same conditions as stated above.

[11.6.] The supplier warrants that it only supplies wood and, where additionally relevant, soy, oil palm, coffee, cocoa, rubber and cattle, in accordance with Annex I of Regulation (EU) 2023/1115, commonly referred to as the EU Deforestation Regulation, which do not fall under the prohibition of Article 3 of Regulation (EU) 2023/1115. This includes both supply of the relevant commodities and of relevant products derived therefrom as set out in that regulation. The supplier therefore warrants that the relevant commodities and/or relevant products (a) are deforestation-free within the meaning of Article 2(13) of Regulation (EU) 2023/1115, (b) have been produced in accordance with the relevant legislation of the country of production, and (c) are covered by a due diligence statement within the meaning of Annex II of Regulation (EU) 2023/1115. Furthermore, the supplier undertakes to provide the purchaser with all documents required by Regulation (EU) 2023/1115 to demonstrate compliance with the requirements for placing and making available on the market as well as for export. The evidence to be provided shall include, in particular but not limited to, the “information requirements” according to Article 9, “risk assessment” according to Article 10, and “risk mitigation” according to Article 11 of Regulation (EU) 2023/1115. The supplier undertakes to use the “osapiens HUB” system employed by the purchaser to provide the information referred to above. Any costs incurred for using this system shall be borne by the supplier.

In the event that the supplier violates its obligations under this section 11.6 of the General Conditions of Purchase, the parties agree that the supplier shall pay to the purchaser a contractual penalty amounting to 5.0% of the total turnover of the supplier (of the affected month)—based on the orders placed in the respective month—for each month of culpable infringement. The right to assert further claims for damages (including compensation for loss of profit and consequential damage) in addition to this contractual penalty remains unaffected. Any contractual penalty actually paid shall be offset against such damages. Furthermore, in the event of a breach of section 11.6 of the General Conditions of Purchase, the purchaser shall have the right to:

- (i) reject products already delivered or still to be delivered,
- (ii) refuse payment for delivered products and demand repayment of any payments already made for products,
- (iii) with immediate effect, cancel ordered or yet to be ordered products,
- (iv) purchase alternative products from other suppliers, in which case the supplier shall bear all additional costs incurred by the purchaser in connection with such a replacement purchase, and
- (v) require the supplier to collect rejected products from the premises of the purchaser or from another location to be specified, within seven calendar days after notification; alternatively, after expiry of this deadline, the purchaser may, at its discretion, (i) arrange for the return of rejected products, with all costs associated with the return to be borne by the supplier, or (ii) arrange for the destruction/disposal of rejected products, with all costs associated with the destruction/disposal to be borne by the supplier.

[12.] Data protection

The Purchaser expressly points out that the applicable data protection provisions can be viewed in the privacy policy on the following website: <https://www.fnprofile.com/de/informationen-ueber-cookies-und-datenschutz.html>

[13.] Other

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

[13.2.] The supplier undertakes not to entice any of the Purchaser's employees to leave their employment, either for itself or for third parties (e.g. other purchasers). Enticement shall be understood to mean any request made to the Purchaser's employee whereby they are asked to terminate their employment relationship in favour of another job or activity. Any breach of this provision shall result in a contractual penalty of 50% of the annual salary of the Purchaser's employee concerned. This non-solicitation clause shall remain in force for a period of 12 months after termination of the contractual relationship between the Purchaser and the supplier, regardless of the reason for termination (e.g. termination, fulfilment).

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

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