

# DANZER Terms and Conditions of Sale

## 1. Scope of application

All sales, quotes, deliveries and other services of DANZER made in respect of the Purchaser as defined in the "Sales Order Confirmation" are governed exclusively by these "Terms and Conditions of Sale". Different or alternatively worded terms and conditions of the Purchaser shall only be deemed an integral element of the contract if recognized by DANZER in writing.

## 2. Content of contract

The object (hereinafter "Goods") of the contract is expressly defined in the Description of Goods in the Sales Order Confirmation. Subsidiary agreements, verbal declarations by employees or representatives and changes to confirmed orders including changes to delivered objects require DANZER's written or electronically communicated confirmation in order to become effective.

Change requests of the Purchaser will be taken into account following the conclusion of a corresponding agreement that sets out the effects on the price and delivery deadlines.

## 3. Payment / Failure of payment

3.1. Unless otherwise agreed separately, all prices as defined in the Description of Goods in the Sales Order Confirmation are listed ex-works (EXW) not including packaging, shipping, insurance, or duties and other costs involved with delivery.

3.2. Payments must be made in the currency as specified in the Sales Order Confirmation.

3.3. All payments are to be paid to DANZER's account specified in the Payment Terms of the Sales Order Confirmation in full and without any deductions or charges. Regardless of the means of payment, the payment will only be deemed accepted when the full amount on the invoice has been credited irrevocably to DANZER's account so that DANZER have access to it. If the Purchaser fails to issue timely payment as specified in the Payment Terms of the Sales Order Confirmation all other existing invoices between DANZER and the Purchaser shall become due and payable immediately irrespective of the payment date concluded in the Payment Terms of the Sales Order Confirmation.

3.4. Notwithstanding the provisions contained below, DANZER may suspend its performance hereunder if Purchaser fails to make timely payment(s) as specified in the Payment Terms of the Sales Order Confirmation until such payment is received by DANZER in full. Acceptance of payment shall not waive or limit any right or remedy of DANZER.

3.5. If DANZER declares the contract terminated for non-payment at the end of payment time or any extension, DANZER shall be entitled to an additional cancellation interest of 8 % p. a. above the main refinancing rate of the European Central Bank without prejudice to any other legal remedies.

## 4. Delivery date / Acceptance of delivery / Documents

4.1. The Delivery date of the Goods will be as agreed in the Sales Order Confirmation. All delivery dates referring to the completion of manufacture and availability of the Goods are DANZER's best estimate and are subject to change. Delivery times shall not be regarded as binding and delays in delivery shall not entitle Purchaser to claim any damages resulting there from.

4.2. The delivery date shall be extended accordingly if DANZER is unable to meet the delivery obligations, subject to circumstances or extenuating factors beyond DANZER's control and which were not reasonably foreseeable at the time the contract was concluded. DANZER will inform the Purchaser as promptly as possible when such extenuating factors have begun and ended.

4.3. Unless otherwise agreed, the Purchaser is obliged to take delivery of the delivered Goods within two weeks following receipt of notification from DANZER that the delivered Goods are ready in DANZER's shipping location. If the acceptance deadline is exceeded by more than five days, this shall constitute a fundamental breach of contract and entitles DANZER, without prejudice to other legal remedies, to arrange for the shipment of the delivered Goods to the Purchaser, and to charge the Purchaser for this delivery and for the associated formalities. Non-acceptance of the delivered Goods does not absolve the Purchaser of its obligation to pay the purchase price according to the Description of Goods in the Sales Order Confirmation.

4.4. In the event that the Purchaser is unable or unwilling to receive the shipment of Goods, DANZER will arrange for storage at Purchaser's risk and expense and invoice them as having been delivered.

4.5. DANZER shall make available to the Purchaser the documents specified in the Sales Order Confirmation. DANZER provides no representations or warranties beyond reasonable due diligence regarding all certifications received from or generated by outside third parties.

## 5. Place of delivery / Incoterms / Transfer of risk

The place of delivery as well as the agreed Incoterms are specified in the Sales Order Confirmation. If no particular Incoterm clause or other specific delivery clause is concluded, delivery shall always be ex-works (EXW). Except as may be otherwise specified in writing, the transfer of risk shall take place at DANZER's plant before loading and in case of the use of Incoterms, risk shall pass in accordance with the applicable term - latest version of the Incoterms issued by the ICC.

## 6. Conformity / Inspection

6.1. DANZER guarantees that the Goods meet the specifications defined in the Sales Order Confirmation and as specified in the referring documents. Differences in the color of the wood, a natural product, do not constitute a defect or a non-conformity. In the case of veneer, a possible variance in thickness up to 5 % shall be tolerated unless otherwise specified in the Description of Goods of the Sales Order Confirmation. The contractual measurement is the measurement with which the veneer has been sliced or peeled. The surface area is calculated electronically with a possible variance of up to 3 % of the total surface area.

6.2. All information given by DANZER with regard to suitability, usability and processing properties of its products are not binding and do not release the Purchaser from conducting its own tests and inspections. Except as may otherwise be provided in writing in the Sales Order Confirmation, DANZER expressly excludes all warranties, express or implied, including but not limited to any warranties of merchantability and/or any express or implied warranties of fitness for any particular purpose or use.

6.3. The Purchaser must examine the delivered Goods and/or documents immediately, but no later than one week following the receipt of the Goods. Purchaser must notify DANZER in writing immediately, but no later than two weeks following the receipt of the delivered Goods, about any aspects of the delivered Goods or

documentation that are not as described in the Sales Order Confirmation. The Purchaser loses the right to claim a lack of conformity with the contract if he does not notify DANZER for whatever reason in writing within one week of the time in which the defect was discovered or should have been discovered according to these terms and does not inform DANZER of the precise defect.

## 7. Liability

7.1. DANZER's liability for compensation, in particular consequential loss due to late delivery or a lack of conformity of the Goods or missing of documents is excluded, unless it results from intention or gross negligence or if DANZER has willfully neglected to inform the Purchaser of any defect.

Specifically:

7.1.1. In the event of transportation-related damage, the Purchaser shall make a reservation in writing on the delivery note or bill of freight and inform DANZER immediately.

7.1.2. DANZER is not liable for any defects occurring during processing or after processing the Goods, even concealed defects.

7.1.3. DANZER's liability for non-conformity of the Goods is limited to the Contract price of the Goods and DANZER shall not be liable for any special, incidental, indirect or consequential loss or damage of any nature, arising at any time.

7.2. DANZER's liability in accordance with the applicable and unalterable legal product liability regulations is unaffected.

## 8. Force majeure

8.1. DANZER is not liable for the consequences of circumstances beyond the control of the parties (*force majeure*) including but not limited to wars, governmental intervention, fire, natural disasters, boycotts, strikes or labor troubles, failure of supplies of power, fuel and raw materials or similar events. A *force majeure* event shall entitle either party, upon written notice to the other, to withdraw from the contract or to suspend its execution without claim for damages.

8.2. *Force majeure* shall include the failure of subcontractors, with no fault of DANZER, to fulfill their delivery obligations on time or if normal procurement of Goods or their transportation are interrupted.

8.3. Where *force majeure* applies, DANZER retains the right to make reductions of all agreed quantities and is not bound by delivery contracts. However, in the event of such a reduction, the Purchaser may withdraw from the contract if the acceptance of a lesser quantity of Goods is economically unfeasible.

## 9. Contract termination

9.1. In the case of breach of the contract – and if not otherwise specifically agreed between the parties – the aggrieved party shall give notice to the other party fixing an additional 12 weeks for performance. If the other party fails to perform in the additional time, the aggrieved party may terminate this contract. There is a breach of contract where either DANZER or Purchaser fails to perform its obligations under this contract.

9.2. In the case of a fundamental breach of contract, the aggrieved party may terminate this contract without fixing an additional time for performance. There is a fundamental breach of the contract where non-performance substantially deprives the aggrieved party of what it was reasonably entitled to expect under this contract.

9.3. The termination of the contract is only effective by written notice to the other party.

## 10. Retention of title

10.1. The Goods shall remain in DANZER's property until full payment and until all of DANZER's claims against the Purchaser under this contract have been satisfied. The Purchaser is entitled

to process and sell the Goods in the ordinary course of business, as long as he is not in delay with the payment of the price. The Purchaser already assigns the claims resulting from the resale or further processing to DANZER to the full extent. DANZER hereby authorizes the buyer to revocably collect these claims.

10.2. The Goods shall remain DANZER's secured property until ALL of DANZER's claims against the Purchaser – including all due claims arising from other purchase orders or any legal reasons now or in the future – have been satisfied.

10.3. Should this retention of title clause be invalid under the law of the country in which the Goods are situated, such security which corresponds to the above retention of title clause shall be deemed to have been agreed upon. The Purchaser shall take all measures necessary for such security to come into effect and/or maintained.

10.4. Should a more extensive retention of title clause be permitted by the law of the country in which the Goods are situated – e.g. such as the assignment of the Purchaser's future claims resulting from the resale of the Goods delivered by DANZER – the Purchaser shall, upon DANZER's request, implement such a clause.

## 11. Applicable law / Place of jurisdiction

11.1. The contract shall be governed by the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) without regard to any national reservation, supplemented for matters which are not governed by the CISG, by the UNIDROIT Principles of International Commercial Contracts and these supplemented by the otherwise applicable national law of the Seller's place of business as indicated on the Sales Order Confirmation.

11.2. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of the Arbitration court of the Wiener Börse (for DANZER businesses situated in Europe or Asia) or the International Chamber of Commerce (for DANZER businesses situated in North America) by one or more arbitrators appointed in accordance with the said Rules.

## 12. Final provisions

12.1. The invalidity, ineffectiveness or unfeasibility of an individual provision in these Conditions of Sale and Delivery for Trade or any contract based on these Conditions of Sale and Delivery for Trade shall not affect the validity of the other provisions or agreements. In the event of an ineffective or unfeasible provision or agreement, the contractual partners agree to replace this provision or agreement with an effective and feasible provision or agreement that as far as is permissible reflects the economic purpose of the ineffective or unfeasible provision or agreement.

12.2. The contractual partners are mutually obliged to take all reasonable measures necessary to achieve the intended purpose of this contract, and to refrain from any activities that prevent the purpose of this contract from being achieved or fulfilled.

## Date and signature of the parties

*Danzer Name*  
*Date*  
Signature

*Purchaser Name*  
*Date*  
Signature